

1 **UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**

2 **Region IX**

3
4 In The Matter Of:

5 **Operating Industries, Inc. Superfund Site**

Docket No. 97-02

6
7 FILTROL CORP.; MCFARLAND ENERGY CORP. on
8 behalf of itself and SEABOARD OIL & GAS;
9 WILLIAM F. DONAHOE, INC. doing business as
10 VERNON TRUCK WASH; CROSBY & OVERTON, INC.;
11 MARTIN MARIETTA CARBON, INC.; CONSOLIDATED
12 DRUM RECONDITIONING CO., INC., doing
13 business as S. ROSE COOPERAGE; OLYMPIC
14 PAINT DIV. OF NORTON & SON, INC.,

15 Respondents

16
17 Proceeding under Section 106 of the
18 Comprehensive Environmental Response
19 Compensation and Liability Act of 1980,
20 as amended by the Superfund Amendments
21 and Reauthorization Act of 1986.

22
23
24 **UNILATERAL ADMINISTRATIVE ORDER**
25 **FOR REMEDIAL ACTIVITIES**
26
27
28

TABLE OF CONTENTS

1			
2	I.	INTRODUCTION AND JURISDICTION	1
3	II.	FINDINGS OF FACT	2
4	III.	CONCLUSIONS OF LAW AND DETERMINATIONS	9
5	IV.	NOTICE TO THE STATE	10
6	V.	ORDER	10
7	VI.	DEFINITIONS	11
8	VII.	PARTIES BOUND	13
9	VIII.	WORK TO BE PERFORMED	14
10	IX.	COORDINATION AND COOPERATION	18
11	X.	ADDITIONAL RESPONSE ACTIONS	21
12	XI.	ENDANGERMENT AND EMERGENCY RESPONSE	22
13	XII.	EPA REVIEW OF SUBMISSIONS	23
14	XIII.	PROGRESS REPORTS	24
15	XIV.	QUALITY ASSURANCE, SAMPLING AND DATA ANALYSIS	24
16	XV.	COMPLIANCE WITH APPLICABLE LAWS	26
17	XVI.	EPA PROJECT COORDINATOR	27
18	XVII.	ACCESS TO SITE NOT OWNED BY RESPONDENTS	28
19	XVIII.	SITE ACCESS AND DATA/DOCUMENT AVAILABILITY	30
20	XIX.	RECORD PRESERVATION	32
21	XX.	DELAY IN PERFORMANCE	33
22	XXI.	ASSURANCE OF ABILITY TO COMPLETE WORK	34
23	XXII.	REIMBURSEMENT OF RESPONSE COSTS	35
24	XXIII.	UNITED STATES NOT LIABLE	36
25	XXIV.	ENFORCEMENT AND RESERVATIONS	36
26	XXV.	ADMINISTRATIVE RECORD	38
27	XXVI.	EFFECTIVE DATE AND COMPUTATION OF TIME	38
28	XXVII.	OPPORTUNITY TO CONFER	39

4 LIST OF ATTACHMENTS

5

Att.	Title of Document
A	Scope of Work
B	First Partial Consent Decree and attachments
C	Third Partial Consent Decree and attachments
D.	Record of Decision for Site Control and Monitoring Operable Unit
E	Record of Decision for Leachate Management Operable Unit
F	Record of Decision for Gas Control and Landfill Cover Operable Unit (as amended)
G	Final Record of Decision (Vol. 1)

14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **UNILATERAL ADMINISTRATIVE ORDER**
2 **FOR REMEDIAL ACTIVITIES**
3

4 **I. INTRODUCTION AND JURISDICTION**

5 1. This Unilateral Administrative Order (herein "Order" or
6 "UAO") is issued to Filtrol Corp.; McFarland Energy Corp. on
7 behalf of itself and Seaboard Oil & Gas; William F. Donahoe, Inc.
8 doing business as Vernon Truck Wash; Crosby & Overton, Inc.;
9 Martin Marietta Carbon, Inc.; Consolidated Drum Reconditioning
10 Co., Inc., doing business as S. Rose Cooperage; and Olympic Paint
11 Div. of Norton & Son, Inc. (collectively referred to herein as
12 "Respondents"), by the United States Environmental Protection
13 Agency ("EPA") under the authority vested in the President of the
14 United States by section 106(a) of the Comprehensive
15 Environmental Response, Compensation, and Liability Act of 1980,
16 as amended ("CERCLA"), 42 U.S.C. § 9606(a). This authority was
17 delegated to the Administrator of EPA by Executive Order 12580
18 (52 Fed. Reg. 2923, January 29, 1987), was further delegated to
19 EPA Regional Administrators on September 13, 1987 by EPA
20 Delegation No. 14-14-B, and was further delegated to the Director
21 of the Superfund Division (then known as the Hazardous Waste
22 Management Division), Region IX, on October 26, 1988, by EPA
23 Region IX Order No. R1290.42.

24 2. As set forth herein, this Order requires Respondents to
25 implement certain remedial activities at the Operating
26 Industries, Inc. Superfund Site.
27
28

1 **II. FINDINGS OF FACT**

2 3. The Operating Industries, Inc. landfill ("OII" or "Site")
3 is located on 190 acres at 900 Potrero Grande Drive, Monterey
4 Park, California. The Site operated from 1948 through 1984, and,
5 over the course of its operation, accepted industrial solid,
6 liquid and hazardous wastes and municipal trash. Wastes accepted
7 at the Site include hazardous substances as defined in section
8 101(14) of CERCLA, 42 U.S.C. § 9601(14).

9 4. The Site is located on the northwestern flank of the La
10 Merced hills (also called the Montebello hills), and is divided
11 by California Highway 60 (Pomona Freeway), which runs roughly
12 east-west through the Site, into a 45-acre North Parcel and a
13 145-acre South Parcel.

14 5. The Site was proposed for inclusion on the National
15 Priorities List (NPL) in October 1984, and was subsequently
16 placed on the NPL in May 1986, in accordance with section 105
17 (a)(8) of CERCLA, 42 U.S.C. § 9605(a)(8), as set forth at 40
18 C.F.R. Part 300, Appendix B.

19 6. EPA has signed four Records of Decision (RODs) for the
20 Site: Site Control and Monitoring (SCM); Leachate Management
21 (LM); Gas Migration Control and Landfill Cover (Gas); and the
22 Final ROD. The RODs for the SCM and LM Operable Units were
23 signed by the EPA Region IX Deputy Regional Administrator on July
24 31, 1987 and November 16, 1987, respectively. The ROD for the
25 Gas Operable Unit was signed by the Regional Administrator on
26 September 30, 1988, and was amended on September 28, 1990. The
27 Final ROD was signed on September 30, 1996. Each of the RODs is
28 supported by an administrative record that contains the documents

1 and information upon which EPA based the selection of the
2 response action.

3 7. Respondent **Filtrol Corp.** arranged for the disposal or
4 treatment of, or arranged with a transporter for transport for
5 disposal or treatment of, hazardous substances owned or possessed
6 by Respondent, including but not limited to arsenic, chromium,
7 copper, lead, mercury, nickel, and selenium.

8 8. Respondent **McFarland Energy Corp.** on behalf of itself and
9 **Seaboard Oil and Gas** arranged for the disposal or treatment of,
10 or arranged with a transporter for transport for disposal or
11 treatment of, hazardous substances owned or possessed by
12 Respondent, including but not limited to cadmium, chromium, lead,
13 nickel, and zinc.

14 9. Respondent **William F. Donahoe, Inc.** doing business as
15 **Vernon Truck Wash** arranged for the disposal or treatment of, or
16 arranged with a transporter for transport for disposal or
17 treatment of, hazardous substances owned or possessed by
18 Respondent, including but not limited to arsenic, cadmium,
19 chromium, copper, lead, mercury, nickel, selenium, and zinc.

20 10. Respondent **Crosby & Overton, Inc.** arranged for the
21 disposal or treatment of, or arranged with a transporter for
22 transport for disposal or treatment of, hazardous substances
23 owned or possessed by Respondent, including but not limited to
24 ethylbenzene, naphthalene, toluene, and xylene.

25 11. Respondent **Martin Marietta Carbon, Inc.** arranged for the
26 disposal or treatment of, or arranged with a transporter for
27 transport for disposal or treatment of, hazardous substances
28 owned or possessed by Respondent, including but not limited to

1 chromium, copper, nickel, and vanadium.

2 12. Respondent **Consolidated Drum Reconditioning Co., Inc.**
3 **doing business as S. Rose Cooperage** arranged for the disposal or
4 treatment of, -or arranged with a transporter for transport for
5 disposal or treatment of, hazardous substances owned or possessed
6 by Respondent, including but not limited to chloroform, cyanide,
7 chromium, copper, lead, zinc, 1,1,1-trichloroethane,
8 tetrachloroethylene, sodium hydroxide and sodium nitrite.

9 13. Respondent **Olympic Paint Div. of Norton & Son, Inc.**
10 arranged for the disposal or treatment of, or arranged with a
11 transporter for transport for disposal or treatment of, hazardous
12 substances owned or possessed by Respondent, including but not
13 limited to arsenic, chromium, mercury, and thallium.

14 14. Hazardous substances of the same kind as those owned or
15 possessed by each Respondent, as well as breakdown products of
16 such substances, have been found at the Site.

17 15. The contaminants found in leachate at the Site include,
18 but are not limited to, arsenic, cadmium, chromium, copper,
19 cyanide, ethylbenzene, lead, mercury, naphthalene, nickel,
20 nitrate, nitrite, selenium, thallium, toluene, 1,1,1-
21 trichloroethane, vanadium, xylene, and zinc. Contaminants found
22 in groundwater at the Site include, but are not limited to,
23 arsenic, cadmium, chloroform, chromium, copper, cyanide,
24 ethylbenzene, lead, mercury, naphthalene, nickel, nitrate,
25 nitrite, selenium, tetrachloroethylene, thallium, toluene,
26 vanadium, xylene, and zinc. Contaminants found in the gas
27 condensate from the Site include, but are not limited to,
28 toluene, xylene, naphthalene, copper, chromium, nickel, mercury,

1 and lead.

2 16. Releases of hazardous substances from the Site pose
3 numerous threats to human health and the environment. Landfill
4 gas containing explosive levels of methane has migrated through
5 the subsurface soils to nearby homes, creating a potential health
6 hazard from potential explosions and from human exposure to the
7 hazardous components of the gas. Ambient air near the Site has
8 exceeded health standards for vinyl chloride. Surface seeps of
9 leachate containing hazardous substances have migrated off-site.
10 Hazardous substances have contaminated shallow groundwater, both
11 on- and off-site.

12 17. The population at risk from the conditions at the Site
13 include the nearby residents of the City of Montebello and the
14 City of Monterey Park, those who travel on the section of the
15 Pomona Freeway which transects the site, and workers in the
16 businesses located near the Site. Over 30,000 people live or
17 work within one mile of the Site.

18 18. The hazardous substances listed above in Paragraph 15 are
19 toxic and/or carcinogenic to animals and/or humans. The
20 following subparagraphs set out known health effects for certain
21 of the detected hazardous substances.

22 (a) Arsenic is a confirmed human carcinogen. Applying
23 EPA's criteria for evaluating the overall weight of evidence of
24 carcinogenicity to humans, arsenic has been classified as a human
25 carcinogen, that is, there is sufficient evidence from
26 epidemiological studies to support a causal association between
27 an agent and cancer. Arsenic causes mutagenic, reproductive and
28 tumorigenic effects along with damage to the gastrointestinal

1 tract and degeneration of the liver and kidneys.

2 (b) Cadmium and cadmium compounds are carcinogenic to
3 humans. Cadmium is a probable teratogen in humans. Exposure may
4 damage the testes (male reproductive glands) and may affect the
5 female reproductive cycle. Repeated low exposures can cause
6 permanent kidney damage which can lead to kidney stones.
7 Repeated exposure can cause liver damage and lung damage.

8 (c) Lead is a toxic compound. The major toxic effects of
9 lead are alterations in the hemopoietic and nervous systems.
10 Other effects associated with exposure to low levels of lead in-
11 clude: slow nerve conduction; altered testicular function; and
12 renal dysfunction. Oral ingestion of certain lead salts (lead
13 acetate, lead phosphate, and lead subacetate) has been associated
14 with increased renal tumor frequency in rats. Applying the
15 criteria described in EPA's guidelines for Carcinogenic Risk As-
16 sessment, these lead salts have been classified by EPA as a prob-
17 able human carcinogen.

18 (d) Xylene affects the central nervous system and may
19 result in dizziness, blurred vision, discoordination,
20 unconsciousness, and death by respiratory failure. Xylene may
21 affect the heart rate and blood flow. It can cause irritation of
22 the upper respiratory tract, eyes, and skin. It may cross the
23 placental membrane in humans.

24 (e) Copper exposure can cause vomiting, diarrhea, stomach
25 cramps, and nausea. Chronic ingestion can cause liver and kidney
26 damage and death particularly in very young children.

27 (f) Chromium exposure has been associated with lung cancer.
28 Exposure can also result in ulcers of the skin and irritation of

1 the nasal and respiratory tracts, and may damage the kidney and
2 liver.

3 (g) Mercury compounds have been identified as human
4 teratogens. Exposure can cause kidney damage. Repeated low
5 exposure or a very high single exposure to mercury can cause
6 tremors, trouble remembering and concentrating, gum problems,
7 increased salivation, loss of appetite and weight, and changes in
8 mood and personality, including hallucinations and psychosis.

9 19.. EPA and approximately 113 companies identified by EPA as
10 potentially responsible parties ("PRPs") at the Site under CERCLA
11 have entered into an agreement known as the first Partial Consent
12 Decree, under which certain of those companies ("First Decree
13 Work Defendants") will perform portions of the SCM and LM
14 operable units. The first Partial Consent Decree was entered by
15 the United States District Court for the Central District of
16 California on May 8, 1989 (U.S. v. Chevron, et. al., CV 887196
17 MRP (kx)). The First Decree Work Defendants formed Coalition
18 Undertaking Remedial Efforts, Inc. ("CURE") to act as their
19 principal contractor in performing the work under this decree.

20 20. The Second Partial Consent Decree, under which additional
21 PRPs paid cash to resolve their liability for the same subject
22 matter as the first Partial Consent Decree, was entered by the
23 court on September 17, 1991 (U.S. v. Chevron, et. al., CV 887196
24 MRP (kx)).

25 21. EPA and approximately 135 companies identified by EPA as
26 PRPs at the Site under CERCLA have entered into an agreement
27 known as the Third Partial Consent Decree, under which certain of
28 those companies ("Third Decree Work Defendants") will perform

1 portions of the Gas operable unit. The Third Partial Consent
2 Decree was entered by the court on March 30, 1992 (U.S. v.
3 Chevron, et al., 91-6520). The Third Decree Work Defendants
4 formed New CURE, Inc. ("NCI") to act as their principal
5 contractor in performing the work under this decree.

6 22. A Fourth Partial Consent Decree resolving the alleged
7 liability of certain municipalities, transporters and the
8 California Department of Transportation for arranging for
9 disposal of municipal solid waste was entered on April 4, 1995,
10 captioned United States, et al. v. City of Monterey Park, et al.,
11 No. CV 94-8685 WMB (GHKx).

12 23. The Fifth Partial Consent Decree, under which settling
13 parties agreed to pay cash to resolve their liability for major
14 portions of the first three operable units, was entered on July
15 10, 1996 (United States, et al. v. IT Corp., et al., No. CV 96-
16 1959 WMB (GHKx)).

17 24. An onsite leachate treatment system, constructed pursuant
18 to the LM ROD and the First Partial Consent Decree, has been
19 operating since September, 1994. The system consists of a Remote
20 Oil Separation Facility (ROSF) located on the South Parcel, a
21 leachate treatment plant (LTP), leachate conveyance piping and
22 facilities connecting the ROSF and the LTP, and an effluent sewer
23 for conveyance of properly treated liquids to facilities operated
24 by the County Sanitation Districts of Los Angeles County. The
25 LTP provides the following treatment facilities: influent
26 liquids storage and equalization; biological and physical process
27 reactors; chemical precipitation; sand filtration; granular
28 activated carbon; effluent storage and discharge; stormwater

1 holding; sludge dewatering; and process unit foul air control and
2 handling. Process control and certain discharge compliance
3 analyses are currently conducted at the onsite LTP laboratory.
4 The LTP only treats liquids related to the Site.

5 25. Continued collection and treatment of leachate,
6 condensate, and other site-related wastes is necessary to
7 minimize the occurrence of leachate seeps, to diminish the
8 opportunity of members of the public to come into contact with
9 hazardous substances from the Site, and to reduce the opportunity
10 for hazardous substances to migrate into groundwater.
11

12 III. CONCLUSIONS OF LAW AND DETERMINATIONS

13 26. The Operating Industries, Inc. Site is a "facility" as
14 defined in section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

15 27. Each Respondent is a "person" as defined in section
16 101(21) of CERCLA, 42 U.S.C. § 9601(21).

17 28. Each Respondent is a "liable party" as defined in section
18 107(a) of CERCLA, 42 U.S.C. § 9607(a), and is subject to this
19 Order under section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

20 29. The substances listed in Paragraphs 7 through 13 and their
21 breakdown products are found at the Site and are "hazardous
22 substances" as defined in section 101(14) of CERCLA, 42 U.S.C.
23 § 9601(14).

24 30. These hazardous substances have been, are being, and/or
25 threaten to be released from the Site into the soil, groundwater,
26 and air.

27 31. The past disposal and migration of hazardous substances
28 from the Site are a "release" as defined in section 101(22) of

1 CERCLA, 42 U.S.C. § 9601(22).

2 32. The potential for future migration of hazardous substances
3 from the Site poses a threat of a "release" as defined in section
4 101(22) of CERCLA, 42 U.S.C. § 9601(22).

5 33. The release and/or threat of release of one or more
6 hazardous substances from the facility may present an imminent
7 and substantial endangerment to the public health or welfare or
8 the environment.

9 34. The contamination and endangerment at this Site constitute
10 an indivisible injury. The actions required by this Order are
11 necessary to protect the public health, welfare, and the
12 environment.

13
14 **IV. NOTICE TO THE STATE**

15 35. On February 27, 1997, prior to issuing this Order, EPA
16 notified the Office of the Attorney General for the State of
17 California and the California Department of Toxic Substances
18 Control, the lead state agency for this Site, that EPA would be
19 issuing this Order.

20
21 **V. ORDER**

22 36. Based on the foregoing, Respondents are hereby ordered,
23 jointly and severally, to comply with the following provisions,
24 including but not limited to: all attachments to this Order; all
25 documents incorporated by reference into this Order; and all
26 schedules and deadlines in this Order, attached to this Order, or
27 incorporated by reference into this Order:
28

1 VI. DEFINITIONS

2 37. Unless otherwise expressly provided herein, terms used in
3 this Order which are defined in CERCLA or in regulations
4 promulgated under CERCLA shall have the meaning assigned to them
5 in the statute or its implementing regulations. Whenever terms
6 listed below are used in this Order or in the documents
7 incorporated by reference into this Order, the following
8 definitions shall apply:

9 a. "CERCLA" shall mean the Comprehensive Environmental
10 Response, Compensation, and Liability Act of 1980, as amended, 42
11 U.S.C. §§ 9601 et seq.

12 b. "Day" shall mean a calendar day unless expressly stated
13 to be a working day. "Working day" shall mean a day other than a
14 Saturday, Sunday, or Federal holiday. In computing any period of
15 time under this Order, where the last day would fall on a
16 Saturday, Sunday or Federal holiday, the period shall run until
17 the close of business of the next working day.

18 c. "EPA" shall mean the United States Environmental
19 Protection Agency and any successor departments or agencies of
20 the United States.

21 d. "National Contingency Plan" or "NCP" shall mean the
22 National Contingency Plan promulgated pursuant to section 105 of
23 CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300,
24 including any amendments thereto.

25 e. "Paragraph" shall mean a portion of this Order
26 identified by an arabic numeral.

27 f. "Records of Decision" or "RODs" shall mean the four EPA
28 Records of Decision (including amendments) for the Site,

1 specifically the SCM, LM, Gas, and Final RODs, referred to in
2 Paragraph 6 of this Order.

3 g. "Remedial Activities" shall mean those activities to be
4 undertaken by Respondents to implement the CD-1 to UAO Transition
5 Plan and other final plans approved by EPA, including any
6 additional activities required under Section XII (EPA Review of
7 Submissions) of this Order and under the SOW.

8 h. "Section" shall mean a portion of this Order identified
9 by a roman numeral and includes one or more Paragraphs.

10 i. "Site" shall mean the Operating Industries, Inc.
11 Superfund site, encompassing approximately 190 acres, located at
12 900 Potrero Grande Drive in Monterey Park, California, as
13 described in Paragraph 3 of this Order.

14 j. "State" shall mean the State of California.

15 k. "Scope of Work" or "SOW" shall mean the statement of
16 work for implementation of the Remedial Activities at the Site,
17 as set forth in Attachment A to this Order. The Scope of Work is
18 incorporated into this Order and is an enforceable part of this
19 Order.

20 l. "United States" shall mean the United States of America.

21 m. "Work" shall mean all activities Respondents are
22 required to perform under this Order, including but not limited
23 to Remedial Activities and any activities required to be
24 undertaken pursuant to Sections VII (Parties Bound) through XXII
25 (Reimbursement of Response Costs), XXV (Administrative Record)
26 and XXVIII (Notice of Intent to Comply) of this Order.
27
28

1 **VII. PARTIES BOUND**

2 38. This Order shall apply to and be binding upon each
3 Respondent identified in Paragraph 1, its directors, officers,
4 employees, agents, successors, and assigns. No change in the
5 ownership, corporate status, or other control of any Respondent
6 shall alter any of the Respondents' responsibilities under this
7 Order.

8 39. The undertaking or completion of any requirement of this
9 Order by any other person, with or without the participation of a
10 Respondent, shall not relieve that Respondent of its obligation
11 to perform each and every other requirement of this Order.

12 40. Any failure to perform, in whole or in part, any
13 requirement of this Order by any Respondent or any other person
14 with whom Respondent is coordinating or participating in the
15 performance of such requirement shall not relieve Respondent of
16 its obligation to perform each and every requirement of this
17 Order.

18 41. Each Respondent shall provide a copy of this Order to any
19 prospective owners or successors before a controlling interest in
20 that Respondent's assets, property rights, or stock is
21 transferred to the prospective owner or successor. Respondents
22 shall provide a copy of this Order to each contractor, sub-
23 contractor, laboratory, or consultant retained to perform any
24 Work under this Order, within five days after the effective date
25 of this Order or on the date such services are retained,
26 whichever date occurs later. Respondents shall also provide a
27 copy of this Order to each person representing any Respondent
28 with respect to the Site or the Work and shall condition all

1 contracts and subcontracts entered into hereunder upon
2 performance of the Work in conformity with the terms of this
3 Order. With regard to the activities undertaken pursuant to this
4 Order, each contractor and subcontractor shall be deemed to be
5 related by contract to each Respondent within the meaning of
6 section 107(b)(3) of CERCLA, 42 U.S.C. § 9607(b)(3).

7 Notwithstanding the terms of any contract, each Respondent is
8 responsible for compliance with this Order and for ensuring that
9 Respondents' contractors, subcontractors and agents comply with
10 this Order and perform any Work in accordance with this Order.

11 12 **VIII. WORK TO BE PERFORMED**

13 42. All aspects of the Work to be performed by Respondents
14 pursuant to this Order shall be under the direction and
15 supervision of a single qualified Project Coordinator the
16 selection of which shall be subject to approval by EPA. Within
17 fifteen (15) days after the effective date of this Order,
18 Respondents shall notify EPA in writing of the name and
19 qualifications of the Respondents' Project Coordinator, including
20 primary support entities and staff, proposed to be used in
21 carrying out the Work under this Order. If at any time
22 Respondents propose to use a different Project Coordinator,
23 Respondents shall notify EPA in writing of the name and
24 qualifications of the new Project Coordinator, and shall obtain
25 approval from EPA before the new Project Coordinator performs any
26 Work under this Order.

27 43. EPA will review Respondents' selection of a Project
28 Coordinator according to the terms of this Paragraph and Section

1 XII (EPA Review of Submissions) of this Order. If EPA
2 disapproves of the selection of the Project Coordinator,
3 Respondents shall submit to EPA within ten (10) days after
4 receipt of EPA's disapproval of the Project Coordinator
5 previously selected, a list of Project Coordinators, including
6 primary support entities and staff, that would be acceptable to
7 Respondents. EPA will thereafter provide written notice to
8 Respondents of the names of the Project Coordinators that are
9 acceptable to EPA. Respondents may then select any Project
10 Coordinator from that list and shall notify EPA of the name of
11 the Project Coordinator selected within seven (7) days of EPA's
12 designation of acceptable Project Coordinators.

13 44. Within twenty (20) days after the effective date of this
14 Order, the Respondents shall submit a Draft CD-1 to UAO
15 Transition Plan to EPA for review and approval under Section XII
16 (Review of Submissions). The Draft CD-1 to UAO Transition Plan
17 shall contain at least the elements identified in this Order and
18 the attached SOW, and shall describe the means by which the tasks
19 described in this Order and the attached SOW will be
20 accomplished. The Draft CD-1 to UAO Transition Plan shall also
21 contain at least the following elements: (1) identification,
22 address, telephone number, and qualifications of proposed
23 treatment, storage and disposal facilities (TSDF), and (2)
24 identification, address, telephone number, and qualifications of
25 the proposed hazardous waste transporter. Within fifteen (15)
26 days after receipt of EPA's approval of the Draft CD-1 to UAO
27 Transition Plan, Respondents shall submit a final CD-1 to UAO
28 Transition Plan for EPA approval which addresses EPA's comments

1 on the Draft CD-1 to UAO Transition Plan.

2 45. Within thirty (30) days after the effective date of this
3 Order, Respondents shall submit a Draft Safety, Health and
4 Emergency Response Plan for the Work (UAO/SHERP) to EPA for
5 review and approval under Section XII (Review of Submissions).
6 Within fifteen (15) days after receipt of EPA's approval of the
7 Draft UAO/SHERP, Respondents shall submit a final UAO/SHERP for
8 EPA review and approval which addresses EPA's comments on the
9 Draft UAO/SHERP. The UAO/SHERP shall satisfy the applicable
10 requirements of the Occupational Safety and Health Guidance for
11 Hazardous Waste Site Activities (October 1985 [DHH 5 NIOSH]
12 Publication No. 85-115) and EPA's Standard Operating Safety
13 Guides (EPA, OERR, ERD, ERT, July 1988, revised June 1992,
14 Publication 9285.1-03). The UAO/SHERP shall contain at least the
15 elements identified in the attached SOW. The UAO/SHERP shall
16 address community and worker safety (during both routine and
17 emergency events) and the safety of others during performance of
18 all the activities related to this Order. The UAO/SHERP shall
19 also incorporate the spill and emergency response activities and
20 the transportation routes as described in the CD-1 to UAO
21 Transition Plan. While the Respondents shall obtain EPA approval
22 of the UAO/SHERP prior to implementing the site-related waste
23 management activities required by this Order, EPA's comments on
24 and approval of the Draft and final UAO/SHERP shall not
25 constitute EPA approval of the health and safety protocols and
26 other health and safety portions of the plans.

27 46. At any time, EPA may require Respondents to amend or
28 modify the CD-1 to UAO Transition Plan, the UAO/SHERP, or other

1 documents submitted by Respondents under this Order. Upon notice
2 from EPA to prepare such an amendment or modification,
3 Respondents shall prepare the amendment or modification as
4 required by EPA, within the time provided by EPA in its notice.

5 47. Upon approval by EPA, the CD-1 to UAO Transition Plan and
6 any amendments or modifications thereto are incorporated into
7 this Order as a requirement of this Order and shall be an
8 enforceable part of this Order.

9 48. Upon approval of the CD-1 to UAO Transition Plan and
10 UAO/SHERP by EPA, Respondents shall implement the CD-1 to UAO
11 Transition Plan and UAO/SHERP, according to the schedules in the
12 CD-1 to UAO Transition Plan. Unless otherwise directed by EPA,
13 Respondents shall not commence on-site Remedial Activities prior
14 to approval of the CD-1 to UAO Transition Plan and UAO/SHERP.

15 49. Respondents shall, prior to any off-site shipment of
16 hazardous substances from the Site to an out-of-state waste
17 management facility, provide written notification to the
18 appropriate state environmental official in the receiving state
19 and to EPA's Project Coordinator of such shipment of hazardous
20 substances. However, the notification of shipments shall not
21 apply to any off-Site shipments when the total volume of all
22 shipments from the Site to the state will not exceed ten (10)
23 cubic yards.

24 a. The notification shall be in writing, and shall include
25 the following information, where available: (1) the name and
26 location of the facility to which the hazardous substances are to
27 be shipped; (2) the type and quantity of the hazardous substances
28 to be shipped; (3) the expected schedule for the shipment of the

1 hazardous substances; and (4) the method of transportation.

2 Respondents shall notify the receiving state of major changes in
3 the shipment plan, such as a decision to ship the hazardous
4 substances to another facility within the same state, or to a
5 facility in another state.

6 b. The identity of the out-of-state receiving facility and
7 state will be determined by Respondents as soon as practicable
8 after the effective date of this Order. Respondents shall
9 provide all relevant information, including information under the
10 categories noted in subparagraph 49.a above, on the out-of-state
11 shipments as soon as practicable after the effective date of this
12 Order and before the hazardous substances are actually shipped.

13 50. The Remedial Activities required by this Order shall be
14 performed by Respondents until December 31, 1999, unless earlier
15 written notice from EPA to Respondents specifically relieves
16 Respondents from performance of such activities. EPA reserves
17 authority to extend the period for Respondents to perform
18 Remedial Activities or other duties, including but not limited to
19 preparation of closeout reports and assistance in the transition
20 of Remedial Activities to other parties, beyond that date upon
21 written notice to Respondents.

22 23 IX. COORDINATION AND COOPERATION

24 51. Each Respondent shall communicate and cooperate with the
25 other Respondents and shall participate in performing the Work
26 required by this Order.

27 52. Within fifteen (15) days after the effective date of this
28 Order, Respondents shall submit to EPA for approval a

1 Respondents' Communication and Coordination Plan (RCCP), which
2 shall specify the requirements and procedures by which
3 Respondents will communicate and coordinate with one another in
4 carrying out the requirements of this Order. The RCCP shall
5 include at a minimum the following:

6 a. Communication Strategy: The RCCP shall specify how the
7 Respondents' Project Coordinator and the individual Respondents
8 will communicate and disseminate information relative to this
9 Order. The name, title, address, telephone number and facsimile
10 number of the primary contact person for each Respondent shall be
11 included in the communication strategy.

12 b. Coordination of Efforts: The RCCP shall describe with
13 specificity how the technical, financial, and administrative
14 requirements of this Order are to be coordinated and distributed
15 among and performed by Respondents. The RCCP shall describe the
16 obligations of each Respondent in full.

17 c. Dispute Resolution: The RCCP shall establish a process
18 for resolution of disputes between Respondents in such a manner
19 that the Work required under this Order will not be delayed.

20 53. The RCCP, in the form approved by EPA, shall be signed by
21 an authorized representative of each Respondent. Failure of any
22 Respondent to sign the RCCP within ten (10) days after EPA
23 approval will constitute a violation of this Order by that
24 Respondent. The RCCP as approved by EPA shall be incorporated
25 into and enforceable under this Order. Respondents shall submit
26 all proposed changes or amendments to the RCCP to EPA for
27 approval.

28 54. To the extent not inconsistent with this Order or with

1 EPA's instructions, Respondents shall at all times cooperate and
2 coordinate with EPA's contractors, the First Decree Work
3 Defendants and their contractors, the Third Decree Work
4 Defendants and their contractors, and other parties (if any)
5 working under EPA's direction at the Site. Respondents'
6 obligations to cooperate and coordinate include, but are not
7 limited to, establishing and complying with integration and
8 coordination procedures as described in the attached Scope of
9 Work.

10 55. Each Respondent shall make best efforts to coordinate in
11 the performance of the Work required by this Order with any other
12 person who offers to perform or, in lieu of performance to pay
13 for, in whole or in part, the Work required by this Order. Best
14 efforts to coordinate shall include, at a minimum:

15 a. Replying in writing within a reasonable period of time
16 to offers to perform or pay for some or all of the Work required
17 by this Order;

18 b. Engaging in good-faith negotiations with any person who
19 offers to perform or to pay for some or all of the Work required
20 by this Order; and

21 c. Good-faith consideration of offers to perform or pay for
22 some or all of the Work required by this Order.

23 56. Upon request of EPA and subject to any claims of
24 applicable privilege(s), each Respondent shall submit to EPA all
25 documents in its possession, custody, or control relating to (1)
26 any offer to perform or pay for, or (2) the performance of or
27 payment for the Work required by this Order by any Respondent or
28 non-Respondent to this Order.

1 57. Upon request by EPA, Respondents shall cooperate with EPA
2 in providing information regarding the Work to the public. As
3 requested by EPA, Respondents shall participate in the
4 preparation of such information for distribution to the public
5 and in public meetings which may be held or sponsored by EPA to
6 explain activities at or relating to the Site.

7
8 **X. ADDITIONAL RESPONSE ACTIONS**

9 58. EPA may determine that in addition to the Work identified
10 in this Order and attachments to this Order, additional response
11 activities may be necessary to protect human health and the
12 environment. If EPA determines that additional response
13 activities are necessary, EPA may require Respondents to submit a
14 Work Plan for additional response activities. EPA may also
15 require Respondents to modify any plan, design, or other
16 deliverable required by this Order, including any approved
17 modifications.

18 59. Respondents shall notify EPA of their intent to perform
19 such additional response activities within seven (7) days after
20 receipt of EPA's notice requiring additional response activities.
21 Not later than thirty (30) days after receiving EPA's notice that
22 additional response activities are required pursuant to this
23 Section, Respondents shall submit a Work Plan for the response
24 activities to EPA for review and approval. Upon approval by EPA,
25 the Work Plan is incorporated into this Order as a requirement of
26 this Order and shall be an enforceable part of this Order. Upon
27 approval of the Work Plan by EPA, Respondents shall implement the
28 Work Plan according to the standards, specifications, and

1 schedule in the approved Work Plan.

2
3 **XI. ENDANGERMENT AND EMERGENCY RESPONSE**

4 60. In the event of any action or occurrence during the
5 performance of the Work which causes or threatens to cause a
6 release of a hazardous substance or which may present an
7 immediate threat to public health or welfare or the environment,
8 Respondents shall immediately take all appropriate action to
9 prevent, abate, or minimize the threat, and shall immediately
10 notify EPA's Project Coordinator. If EPA's Project Coordinator
11 is unavailable, Respondents shall notify the EPA Remedial Project
12 Manager (RPM) for the OII Site listed in Section XVI (EPA Project
13 Coordinator). Respondents shall take such action in consultation
14 with EPA's Project Coordinator and in accordance with all
15 applicable provisions of this Order, including but not limited to
16 the UAO/SHERP. In the event that Respondents fail to take
17 appropriate response action as required by this Section, and EPA
18 takes that action instead, Respondents shall reimburse EPA for
19 all costs of the response action not inconsistent with the NCP.
20 Respondents shall pay the response costs in the manner described
21 in Section XXII (Reimbursement of Response Costs) of this Order,
22 within thirty (30) days of Respondents' receipt of demand for
23 payment and an EPA summary of the costs incurred.

24 61. Nothing in the preceding Paragraph shall be deemed to
25 limit any authority of the United States to take, direct, or
26 order all appropriate action to protect human health and the
27 environment or to prevent, abate, or minimize an actual or
28 threatened release of hazardous substances on, at, or from the

1 Site.

2
3 **XII. EPA REVIEW OF SUBMISSIONS**

4 62. After review of any deliverable, plan, report or other
5 item which is required to be submitted for review and approval
6 pursuant to this Order, EPA may: (a) approve the submission; (b) -
7 approve the submission with modifications; (c) disapprove the
8 submission and direct Respondents to re-submit the document after
9 incorporating EPA's comments; or (d) disapprove the submission
10 and assume responsibility for performing all or any part of the
11 response action. As used in this Order, the terms "approval by
12 EPA," "EPA approval," or a similar term means the action
13 described in subparagraphs (a) or (b) of this Paragraph.

14 63. In the event of approval or approval with modifications by
15 EPA, Respondents shall proceed to take those actions required by
16 the plan, report, or other item, as approved or modified by EPA.

17 64. Upon receipt of a notice of disapproval or a request for a
18 modification, Respondents shall, within ten (10) days or such
19 other time as specified by EPA in its notice of disapproval or
20 request for modification, correct the deficiencies and resubmit
21 the plan, report, or other item for approval. Notwithstanding
22 the notice of disapproval, or approval with modifications,
23 Respondents shall proceed, at the direction of EPA, to take any
24 action required by any non-deficient portion of the submission.

25 65. If any submission is not approved by EPA, Respondents
26 shall be deemed to be in violation of this Order.
27
28

1 **XIII. PROGRESS REPORTS**

2 66. In addition to the other deliverables set forth in this
3 Order and the SOW, Respondents shall provide monthly progress
4 reports to EPA with respect to actions and activities undertaken
5 pursuant to this Order. The progress reports shall be submitted
6 on or before the fourteenth day of each month following the
7 effective date of this Order. Respondents' obligation to submit
8 progress reports continues for the duration of Respondents' duty
9 to perform Remedial Activities as provided in Paragraph 50. At a
10 minimum these progress reports shall: (1) describe the actions
11 which have been taken to comply with this Order during the prior
12 month; (2) include all results of sampling and tests and all
13 other data received by Respondents and not previously submitted
14 to EPA; (3) describe all Work planned for the next sixty (60)
15 days following the end of the reporting period, with schedules
16 relating such work to significant or related Site activities; (4)
17 describe all problems encountered and any anticipated problems
18 (including but not limited to any issues relating to the
19 integration and coordination of the Work with other activities at
20 the Site), any actual or anticipated delays, and solutions
21 developed and implemented or proposed to address any actual or
22 anticipated problems or delays; and (5) include any additional
23 information required by the SOW.

24
25 **XIV. QUALITY ASSURANCE, SAMPLING AND DATA ANALYSIS**

26 67. Respondents shall use the quality assurance, quality
27 control, and chain of custody procedures described in the "EPA
28 NEIC Policies and Procedures Manual" (May 1978, revised August

1 1991, EPA-330/9-78-001-R), EPA's "Guidelines and Specifications
2 for Preparing Quality Assurance Program Documentation" (June 1,
3 1987), EPA's "Data Quality Objective Guidance" (EPA/540/G87/003
4 and 004), "EPA Requirements for Quality Assurance Project Plans
5 for Environmental Data Operations" (EPA-540-R-93-071), "The Data
6 Quality Objectives Process for Superfund: Interim Final Guidance"
7 (September 1993), "U.S. EPA Region 9 Guidance for Preparing
8 Quality Assurance Project Plans for Superfund Remedial Projects"
9 (September, 1989), National Functional Guidelines, and any
10 amendments to these documents, while conducting all sample
11 collection and analysis activities required herein by any plan.
12 To provide quality assurance and maintain quality control,
13 Respondents shall:

- 14 a. Use only laboratories which have a documented Quality
15 Assurance Program that complies with EPA guidance
16 document QAMS-005/80, and any amendments to this
17 document.
- 18 b. Ensure that all laboratories used by the Respondents
19 for analyses perform according to a method or methods
20 deemed satisfactory to EPA, and submit a description of
21 these methods to EPA as part of the CD-1 to UAO
22 Transition Plan or a CD-1 to UAO Transition Plan
23 amendment.
- 24 c. Ensure that EPA personnel and EPA's authorized
25 representatives are allowed access to all the
26 laboratories and personnel utilized by the Respondents
27 for analyses. In addition, the Respondents shall
28 ensure that such laboratories shall perform, at no
expense to EPA, analysis of samples provided by EPA to
demonstrate the quality of each laboratory's data.
- d. Ensure that all laboratories used by the Respondents
for analyses generate quality control information to
demonstrate the accuracy and precision of the
analytical results, and provide this quality control
information along with the analytical results.

68. Respondents shall notify EPA as early as possible in
advance of any sample collection activity. At the request of

1 EPA, Respondents shall allow split or duplicate samples to be
2 taken by EPA or its authorized representatives of any samples
3 collected by Respondents with regard to the Site or pursuant to
4 the implementation of this Order. In addition, EPA shall have
5 the right to take any additional samples that EPA deems
6 necessary.

7
8 **XV. COMPLIANCE WITH APPLICABLE LAWS**

9 69. All activities by Respondents pursuant to this Order shall
10 be performed in accordance with the requirements of all Federal
11 and state laws and regulations. EPA has determined that the
12 activities contemplated by this Order are consistent with the
13 National Contingency Plan (NCP).

14 70. Except as provided in section 121(e) of CERCLA and the
15 NCP, no permit shall be required for any portion of the Work
16 conducted entirely on-Site. Where any portion of the Work
17 requires a Federal, state, or local agency permit or approval,
18 Respondents shall submit timely applications and take all other
19 actions necessary to obtain and to comply with all such permits
20 or approvals.

21 71. This Order is not, and shall not be construed to be, a
22 permit issued pursuant to any Federal or state statute or
23 regulation.

24 72. All materials removed from the Site shall be transported
25 by a hazardous waste transporter approved by EPA's Project
26 Coordinator and licensed in accordance with Title 40, Code of
27 Federal Regulations, Part 263. Such materials shall be disposed
28 of or treated at a facility approved by EPA's Project Coordinator

1 and in accordance with section 121(d)(3) of CERCLA, 42 U.S.C.
2 § 9621(d)(3); with the NCP, including revisions to the U.S. EPA
3 off-site rule published in 58 Federal Register 49200, September
4 22, 1993; and with all other applicable Federal, state, and local
5 requirements.

6
7 **XVI. EPA PROJECT COORDINATOR**

8 73. Except as provided in Paragraphs 105 and 106, all
9 communications, whether written or oral, from Respondents to EPA
10 shall be directed to EPA's Project Coordinator for the Work under
11 this Order. A copy of written communications shall be sent to
12 the Assistant Regional Counsel for the OII Site. Respondents
13 shall submit to EPA four copies (three to the Project
14 Coordinator, one to the Assistant Regional Counsel), or more if
15 directed by EPA, of all documents, including plans, reports, and
16 other correspondence, which are developed pursuant to this Order,
17 and shall send these documents by overnight delivery unless
18 otherwise directed by EPA. Respondents shall simultaneously
19 provide copies of all communications and documents to such other
20 persons as may be designated by the Project Coordinator by
21 written notice to Respondents.

22 EPA's Project Coordinator for this Order is:

23 Jo Ann Cola, SFD-7-4
24 U.S. Environmental Protection Agency
25 75 Hawthorne Street
26 San Francisco, California 94105
27 (415) 744-2238

28 EPA's Assistant Regional Counsel for this Order is:

1 Harrison Karr, ORC-3
2 U.S. Environmental Protection Agency
3 75 Hawthorne Street
4 San Francisco, California 94105
5 (415) 744-1340

6 74. In the event of an emergency, if EPA's Project Coordinator
7 is unavailable, Respondents may contact Russell Mechem, Remedial
8 Project Manager (RPM) for the OII Site, at (415) 744-2401
9 (address as above).

10 75. EPA has the unreviewable right to change its Project
11 Coordinator at any time. If EPA changes its Project Coordinator,
12 EPA will inform Respondents in writing of the name, address, and
13 telephone number of the new Project Coordinator.

14 76. EPA's Project Coordinator shall have the authority
15 lawfully vested in a Remedial Project Manager (RPM) and On-Scene
16 Coordinator (OSC) by the National Contingency Plan, 40 C.F.R.
17 Part 300. EPA's Project Coordinator shall have authority,
18 consistent with the National Contingency Plan, to halt any work
19 required by this Order, and to take any necessary response
20 action.

21 **XVII. ACCESS TO SITE NOT OWNED BY RESPONDENTS**

22 77. If the Site, any off-Site area that is to be used for
23 access, property where documents required to be prepared or
24 maintained by this Order are located, or other property subject
25 to or affected by the Work, is owned in whole or in part by
26 parties other than those bound by this Order, and to the extent
27 that EPA does not already have access agreements which include
28 Respondents, Respondents shall obtain, or use their best efforts
to obtain, site access agreements from the present owners within

1 thirty (30) days of the effective date of this Order. Such
2 agreements shall provide access for EPA, its contractors and
3 oversight officials, other parties working under consent decrees
4 with or orders issued by EPA, the state and its contractors, and
5 Respondents or Respondents' authorized representatives and
6 contractors, and such agreements shall specify that Respondents
7 are not EPA's representatives with respect to liability
8 associated with Site activities. Respondents shall save and hold
9 harmless the United States and its officials, agents, employees,
10 contractors, subcontractors, or representatives for or from any
11 and all claims or causes of action or other costs incurred by the
12 United States including but not limited to attorneys fees and
13 other expenses of litigation and settlement arising from or on
14 account of acts or omissions of Respondents, their officers,
15 directors, employees, agents, contractors, subcontractors, and
16 any persons acting on their behalf or under their control, in
17 carrying out activities pursuant to this Order, including any
18 claims arising from any designation of Respondents as EPA's
19 authorized representatives under section 104(e) of CERCLA.
20 Copies of such agreements shall be provided to EPA prior to
21 Respondents' initiation of any field activities for which access
22 is not provided in existing agreements. Respondents' best
23 efforts shall include providing reasonable compensation to any
24 off-Site property owner. If access agreements are not obtained
25 within the time referenced above, Respondents shall immediately
26 notify EPA of their failure to obtain access. Subject to the
27 United States' non-reviewable discretion, EPA may use its legal
28 authorities to obtain access for the Respondents, may perform

1 those response actions with EPA contractors at the property in
2 question, or may terminate the Order if Respondents cannot obtain
3 access agreements. If EPA performs those tasks or activities
4 with contractors and does not terminate the Order, Respondents
5 shall perform all other activities not requiring access to that
6 property. Respondents shall integrate the results of any such
7 tasks undertaken by EPA into its reports and deliverables.
8 Respondents shall reimburse EPA, pursuant to Section XXII
9 (Reimbursement of Response Costs) of this Order, for all response
10 costs (including attorney fees) incurred by the United States as
11 a result of Respondents' failure to obtain access.

12 13 **XVIII. SITE ACCESS AND DATA/DOCUMENT AVAILABILITY**

14 78. Respondents shall allow EPA and its authorized
15 representatives and contractors to enter and freely move about
16 all property at the Site and off-Site areas subject to or
17 affected by the work under this Order or where documents required
18 to be prepared or maintained by this Order are located, for the
19 purposes of inspecting conditions, activities, the results of
20 activities, records, operating logs, and contracts related to the
21 Site or Respondents and its representatives or contractors
22 pursuant to this Order; reviewing the progress of the Respondents
23 in carrying out the terms of this Order; conducting tests as EPA
24 or its authorized representatives or contractors deem necessary;
25 documenting conditions or information using a camera, sound
26 recording device or other documentary type equipment; and
27 verifying the data submitted to EPA by Respondents. Respondents
28 shall allow EPA and its authorized representatives to enter the

1 Site, to inspect and copy all records, files, photographs,
2 documents, sampling and monitoring data, and other writings
3 related to work undertaken in carrying out this Order. Nothing
4 herein shall be interpreted as limiting or affecting EPA's right
5 of entry or inspection authority under Federal law.

6 79. Respondents shall not impede or interfere with access to
7 the Site or any portion thereof by EPA, authorized
8 representatives of EPA, CURE, NCI, or any other person authorized
9 by EPA to enter the Site.

10 80. Respondents may assert a claim of business confidentiality
11 covering part or all of the information submitted to EPA pursuant
12 to the terms of this Order under 40 C.F.R. § 2.203, provided such
13 claim is not inconsistent with section 104(e)(7) of CERCLA, 42
14 U.S.C. § 9604(e)(7), or other provisions of law. This claim
15 shall be asserted in the manner described by 40 C.F.R. § 2.203(b)
16 and must be substantiated by Respondents at the time the claim is
17 made. Information determined to be confidential by EPA will be
18 given the protection specified in 40 C.F.R. Part 2. If no such
19 claim accompanies the information when it is submitted to EPA, it
20 may be made available to the public by EPA or the state without
21 further notice to the Respondents. Respondents shall not assert
22 confidentiality claims with respect to any data related to Site
23 conditions, sampling, or monitoring.

24 81. Respondents shall maintain, for the period during which
25 this Order is in effect, an index of documents that Respondents
26 claims contain confidential business information. The index
27 shall contain, for each document, the date, author, addressee,
28 and subject of the document. Upon written request from EPA,

1 Respondents shall submit a copy of the index to EPA.

2
3 **XIX. RECORD PRESERVATION**

4 82. Respondents shall provide to EPA upon request, copies of
5 all documents and information within their possession and/or
6 control or that of their contractors or agents relating to
7 activities at the Site or to the implementation of this Order,
8 including, but not limited to, sampling, analysis, chain of
9 custody records, manifests, trucking logs, receipts, reports,
10 sample traffic routing, correspondence, or other documents or
11 information related to the Work. Respondents shall also make
12 available to EPA for purposes of investigation, information
13 gathering, or testimony, their employees, agents, or
14 representatives with knowledge of relevant facts concerning the
15 performance of the Work.

16 83. Until ten (10) years after termination of each
17 Respondent's duty to perform Remedial Activities as provided in
18 Paragraph 50 of this Order, each Respondent shall preserve and
19 retain all records and documents in its possession or control,
20 including the documents in the possession or control of its
21 contractors and agents on and after the effective date of this
22 Order, that relate in any manner to the performance of the Work
23 or to the Site. After the conclusion of this document retention
24 period, each Respondent shall notify the United States at least
25 ninety (90) days prior to the destruction of any such records or
26 documents, and upon request by the United States, Respondent
27 shall deliver any such records or documents to EPA.

28 84. Within forty-five (45) days after the effective date of

1 this Order, each Respondent shall submit a written certification
2 to EPA's Project Coordinator that it has not altered, mutilated,
3 discarded, destroyed or otherwise disposed of any records,
4 documents or other information relating to its potential
5 liability with regard to the Site since notification of potential
6 liability by the United States or the State regarding the Site.
7 Respondents shall not dispose of any such documents without prior
8 approval by EPA. Respondents shall, upon EPA's request and at no
9 cost to EPA, deliver the documents or copies of the documents to
10 EPA.
11

12 **XX. DELAY IN PERFORMANCE**

13 85. Any delay in performance of this Order that, in EPA's
14 judgment, is not properly justified by Respondents under the
15 terms of this Section shall be considered a violation of this
16 Order. Any delay in performance of this Order shall not affect
17 Respondents' obligations to fully perform all obligations under
18 the terms and conditions of this Order.

19 86. Respondents shall notify EPA of any delay or anticipated
20 delay in performing any requirement of this Order. Such
21 notification shall be made by telephone to EPA's Project
22 Coordinator within forty eight (48) hours after Respondents first
23 knew or should have known that a delay might occur. Respondents
24 shall adopt all reasonable measures to avoid or minimize any such
25 delay. Within five (5) days after notifying EPA by telephone,
26 Respondents shall provide written notification fully describing
27 the nature of the delay, any justification for the delay, any
28 reason why Respondents should not be held strictly accountable

1 for failing to comply with any relevant requirements of this
2 Order, the measures planned and taken to minimize the delay, and
3 a schedule for implementing the measures that will be taken to
4 mitigate the effect of the delay. Increased costs or expenses
5 associated with implementation of the activities called for in
6 this Order is not a justification for any delay in performance.
7

8 **XXI. ASSURANCE OF ABILITY TO COMPLETE WORK**

9 87. Respondents shall demonstrate their ability to complete
10 the Work required by this Order and to pay all claims that arise
11 from the performance of the Work by obtaining and presenting to
12 EPA within thirty (30) days after the effective date of this
13 Order one of the following: (1) a performance bond; (2) a letter
14 of credit; (3) a guarantee by a third party; or (4) internal
15 financial information to allow EPA to determine that Respondents
16 have sufficient assets available to perform the Work.
17 Respondents jointly shall demonstrate financial assurance in an
18 amount no less than \$5 million. If Respondents seek to
19 demonstrate ability to complete the Remedial Activities by means
20 of internal financial information, or by guarantee of a third
21 party, they shall re-submit such information annually, on the
22 anniversary of the effective date of this Order. If EPA
23 determines that such financial information is inadequate,
24 Respondents shall, within thirty (30) days after receipt of EPA's
25 notice of determination, obtain and present to EPA for approval
26 one of the other three forms of financial assurance listed above.
27 88. At least seven (7) days prior to commencing any work at
28 the Site pursuant to this Order, and annually thereafter,

1 Respondents shall submit to EPA a certification that Respondents
2 or their contractors and subcontractors have adequate insurance
3 coverage or have indemnification for liabilities for injuries or
4 damages to persons or property which may result from the
5 activities to be conducted by or on behalf of Respondents
6 pursuant to this Order. Respondents shall ensure that such
7 insurance or indemnification is maintained for the duration of
8 the Work required by this Order.

9
10 **XXII. REIMBURSEMENT OF RESPONSE COSTS**

11 89. Respondents shall reimburse EPA, upon written demand, for
12 all response costs incurred by the United States in overseeing
13 Respondents' implementation of the requirements of this Order or
14 in performing any response action which Respondents fail to
15 perform in compliance with this Order. EPA may submit to
16 Respondents on a periodic basis an accounting of response costs
17 incurred by the United States with respect to this Order. EPA's
18 cost summary report shall serve as the basis for payment demands.

19 90. Respondents shall, within thirty (30) days of receipt of
20 such EPA demand, remit a certified or cashier's check for the
21 amount of those costs. Interest shall accrue from the later of
22 the date that payment of a specified amount is demanded in
23 writing or the date of the expenditure. The interest rate is the
24 rate established by the Department of the Treasury pursuant to 31
25 U.S.C. § 3717 and 4 C.F.R. § 102.13.

26 91. Checks shall be made payable to the Hazardous Substances
27 Superfund and shall reference "OII - PRP Oversight, UAO #97-02,
28 SSID #09DH", and the title of this Order. Payment shall be sent

1 to:

2 U.S. Environmental Protection Agency, Region IX
3 Attention: Superfund Accounting
4 P.O. Box 360863M
Pittsburgh, PA 15251

5 Upon written notice, EPA may modify these payment instructions to
6 require payment to a site-specific account or payment by
7 electronic transfer.

8 92. Respondents shall send copies of the payment and
9 transmittal letter to EPA's Project Coordinator and EPA's
10 Assistant Regional Counsel.

11
12 **XXIII. UNITED STATES NOT LIABLE**

13 93. The United States, by issuance of this Order, assumes no
14 liability for any injuries or damages to persons or property
15 resulting from acts or omissions by Respondents, or their
16 directors, officers, employees, agents, representatives,
17 successors, assigns, contractors, or consultants in carrying out
18 any action or activity pursuant to this Order. Neither EPA nor
19 the United States may be deemed to be a party to any contract
20 entered into by any Respondent or its directors, officers,
21 employees, agents, successors, assigns, contractors, or
22 consultants in carrying out any action or activity pursuant to
23 this Order.

24
25 **XXIV. ENFORCEMENT AND RESERVATIONS**

26 94. EPA reserves the right to bring an action against
27 Respondents under section 107 of CERCLA, 42 U.S.C. § 9607, for
28 recovery of any response costs incurred by the United States and

1 not reimbursed by Respondents. This reservation shall include
2 but not be limited to past costs, direct costs, indirect costs,
3 the costs of oversight, the costs of compiling the cost
4 documentation to support oversight cost demand, as well as
5 accrued interest as provided in section 107(a) of CERCLA.

6 95. Notwithstanding any other provision of this Order, at any
7 time during the response action, EPA may perform its own studies,
8 complete the response action (or any portion of the response
9 action) as provided in CERCLA and the NCP, and seek reimbursement
10 from Respondents for its costs, or seek any other appropriate
11 relief.

12 96. Nothing in this Order shall preclude EPA from taking any
13 additional enforcement actions, including modification of this
14 Order or issuance of additional Orders, and/or additional
15 remedial or removal actions as EPA may deem necessary, or from
16 requiring Respondents in the future to perform additional
17 activities pursuant to CERCLA, 42 U.S.C. § 9606(a), et seq., or
18 any other applicable law. Respondents shall be liable under
19 CERCLA section 107(a), 42 U.S.C. § 9607(a), for the costs of any
20 such additional actions.

21 97. Notwithstanding any provision of this Order, the United
22 States hereby retains all of its information gathering,
23 inspection and enforcement authorities and rights under CERCLA,
24 RCRA and any other applicable statutes or regulations.

25 98. Each Respondent shall be subject to civil penalties under
26 section 106(b) of CERCLA, 42 U.S.C. § 9606(b), of not more than
27 \$25,000 for each day in which Respondent willfully violates, or
28 fails or refuses to comply with this Order without sufficient

1 cause. In addition, failure to properly provide response action
2 under this Order, or any portion hereof, without sufficient
3 cause, may result in liability under section 107(c)(3) of CERCLA,
4 42 U.S.C. § 9607(c)(3), for punitive damages in an amount at
5 least equal to, and not more than three times the amount of any
6 costs incurred by the EPA Hazardous Substances Superfund as a
7 result of such failure to take proper action.

8 99. Nothing in this Order shall constitute or be construed as
9 a release from any claim, cause of action or demand in law or
10 equity against any person for any liability it may have arising
11 out of or relating in any way to the Site.

12 100. If a court issues an order that invalidates any provision
13 of this Order or finds that any Respondent has sufficient cause
14 not to comply with one or more provisions of this Order,
15 Respondents shall remain bound to comply with all provisions of
16 this Order not invalidated by the court's order.

17
18 **XXV. ADMINISTRATIVE RECORD**

19 101. Upon request by EPA, Respondents must submit to EPA all
20 documents related to the implementation of the response action
21 for possible inclusion in the administrative record file.

22
23 **XXVI. EFFECTIVE DATE AND COMPUTATION OF TIME**

24 102. This Order shall be effective ten (10) days after the
25 Order is signed by the Director of the Superfund Division for EPA
26 Region IX. Except as otherwise specified herein, all times for
27 performance of ordered activities shall be calculated from this
28 effective date.

1 **XXVII. OPPORTUNITY TO CONFER**

2 103. Respondents may, within ten (10) days after the date this
3 Order is signed, request a conference with EPA's Project
4 Coordinator and Assistant Regional Counsel to discuss this Order.
5 If requested, the conference shall occur at the offices of EPA
6 Region IX, 75 Hawthorne Street, San Francisco, California, or at
7 the Site, at EPA's option.

8 104. The purpose and scope of the conference shall be limited
9 to issues involving the implementation of the response actions
10 required by this Order and the extent to which Respondents intend
11 to comply with this Order. This conference is not an evidentiary
12 hearing, and does not constitute a proceeding to challenge this
13 Order. It does not give Respondents a right to seek review of
14 this Order, or to seek resolution of potential liability, and no
15 official stenographic record of the conference will be made. At
16 any conference held pursuant to Respondents' request, Respondents
17 may appear in person or by an attorney or other representative.

18 105. Requests for a conference must be by telephone followed
19 by written confirmation mailed that day to Harrison Karr,
20 Assistant Regional Counsel, ORC-3, (415) 744-1340, 75 Hawthorne
21 St., San Francisco, CA 94105-3901.
22

23 **XXVIII. NOTICE OF INTENT TO COMPLY**

24 106. Each Respondent shall provide, not later than five (5)
25 days after the effective date of this Order, written notice to
26 EPA's Project Coordinator and EPA's Assistant Regional Counsel
27 stating whether that Respondent will comply with the terms of
28 this Order. If any Respondent does not unequivocally commit to

1 perform the Work as provided by this Order, it shall be deemed to
2 have violated this Order and to have failed or refused to comply
3 with this Order. Each Respondent's written notice shall include
4 the name, title, address, telephone number and facsimile number
5 for a person representing Respondent with whom EPA may
6 communicate regarding implementation of this Order, until the
7 Respondents submit to EPA the RCCP under Paragraph 52 designating
8 Respondents' primary contacts. Each Respondent's written notice
9 shall describe, using facts that exist on or prior to the
10 effective date of this Order, any "sufficient cause" defenses
11 asserted by Respondent under sections 106(b) and 107(c)(3) of
12 CERCLA. The absence of a response by EPA to the notice required
13 by this Paragraph shall not be deemed to be acceptance of
14 Respondent's assertions.

15
16 So Ordered, this 7 day of March, 1997.

17
18 BY: Kevin P. Mayer

19 KEITH A. TAKATA

20 Director, Superfund Division

21 U.S. Environmental Protection Agency, Region IX

22
23
24
25
26
27
28
EFFECTIVE DATE: March 17, 1997.

**OPERATING INDUSTRIES, INC. SUPERFUND SITE
UAO SCOPE OF WORK FOR INTERIM LEACHATE TREATMENT AND
ADDITIONAL SITE SYSTEMS MANAGEMENT ACTIVITIES**

1.0 INTRODUCTION

The purpose of this Scope of Work (SOW) for the Operating Industries, Inc. Superfund Site ("OII" or "Site") is to detail the Leachate Treatment System (LTS) and additional site management activities that shall be undertaken by the Respondents in compliance with this Unilateral Administrative Order ("Order" or "UAO"). This Order shall guide the work at the OII Landfill during the period of time when work under the first Partial Consent Decree (CD-1) is completed until termination of the Order.

The Work shall be consistent with requirements and provisions of the Record of Decision (ROD) for Gas Migration Control Operable Unit, as amended to include Landfill Cover, and the Final ROD for Operating Industries, Inc., dated September 30, 1996. The Work to be performed under this UAO was previously encompassed by the ROD for the Leachate Management (LM) Operable Unit and the ROD for Site Control and Monitoring (SCM). Those RODs have been superseded by the Gas Migration Control ROD and the Final ROD.

2.0 GENERAL DESCRIPTION OF WORK

2.1 Work Summary

The Respondents shall perform Work described in this SOW in accordance with the following primary management plans and subsequent revisions as approved by EPA for conducting work under CD-1:

- *1996 Master Plan Proposed Revision for OII Landfill SCM/LMS Activities*
- *Operations/Quality Assurance/Quality Control(QA/QC) Manual, July 1995*

Respondents' Work pursuant to this Order shall include coordination and integration with the parties responsible for all other activities on the Site. Respondents' Work pursuant to this Order shall include transition to the parties responsible for implementation of the Final Remedy for the OII Site.

2.2 Site Location

The OII Site is located at 900 Potrero Grande Drive in the City of Monterey Park, Los Angeles County, California. The Site encompasses approximately 190 acres, with California Highway 60 (Pomona Freeway) dividing the Site into a 45-acre North Parcel and a 145-acre South Parcel. Figure 1 shows the location of the Site and Figure 2 shows

the Site layout and facility locations.

2.3 Systems Descriptions

Operations and maintenance and related management activities for on-site treatment of site associated liquids are described in the CD-1 Work Defendants' *Operations/QA/QC Manual*, July 1995, most recently approved revision. OII Site facilities for treatment of leachate and other site associated liquids are referred to in this Order as the LTS and include the following elements:

- The Remote Oil Separation Facility (ROSF) located on the South Parcel;
- The leachate conveyance system from the ROSF on the South Parcel to the Leachate Treatment Plant (LTP) on the North Parcel;
- The LTP where the liquids are treated to meet the Sanitation Districts of Los Angeles County (SDLAC) permit requirements; included are systems and procedures for stormwater management in accordance with current stormwater pollution prevention and monitoring plans which are incorporated in the Operations/QA/QC Manual;
- The laboratory located at the LTP which is equipped for performing analytical testing for operational process control and treatment compliance monitoring; and
- A conventional sewer line to transport treated effluent to an existing sanitary sewer system which discharges to a Publicly Owned Treatment Works (POTW) operated by the SDLAC.

2.4 Leachate Treatment System Management Objectives

The objectives for the field management activities required under this Order are as follows:

2.4.1 Liquid Pretreatment and Transport (conveyance) Piping

Pretreat site-associated liquids received at the ROSF to remove constituents (e.g., oil and grease) as required for maintaining treatment plant efficiency, and to minimize the potential for uncontrolled transport of liquids to the LTS which could upset the system. Respondents are responsible for coordination and integration with other parties who are engaged in activities associated with collection and conveyance of liquids generated on the Site outside of the ROSF and LTP.

2.4.2 Influent Storage and Liquid Treatment

Combine and equalize flows and operate the treatment plant so that the amount of liquids from the Site are cost-effectively treated in accordance with SDLAC

permit and EPA requirements. Utilize the LTP laboratory when possible to cost-effectively perform analytical testing for LTS operational process control and treatment compliance monitoring.

2.4.3 Effluent Storage and Transport

Provide sufficient storage of effluent to perform analyses as required under the terms of the discharge permit prior to discharge to the POTW. Operate, inspect, and maintain an existing sewer line to transport treated liquids from the LTP to an existing sanitary sewer system which discharges to a POTW operated by the SDLAC.

2.4.4 Foul Air Collection at ROSF and LTP

Operate, inspect, and maintain existing systems to control and collect foul air generated at the ROSF and LTP process units. Respondents are responsible for coordination and integration with parties who are performing CD-3 activities for the transport of the LTS generated foul air via existing gas conveyance piping systems to the site flare stations on the South Parcel (where the gas is burned with combustion air in conjunction with the flaring/disposal of landfill gas), and for collection and conveyance of condensate generated from the foul air conveyance outside of the ROSF and LTP. Respondents shall be responsible for treatment of all site-associated condensate liquids at the LTP.

2.4.5 Maintenance and Monitoring

Monitor and maintain leachate pretreatment elements including the ROSF, leachate conveyance piping and related monitoring systems from the ROSF to the LTP, the LTP (including the LTP laboratory), and effluent sewer piping features, all inclusive of appurtenances, support systems and facilities, and related necessary off-site systems, facilities, or equipment.

2.4.6 Restrictions

Use of the LTP for storage and treatment of non site-associated liquids and wastes is not permitted.

2.5 Final Remedy for the Site

The Respondents shall refer to EPA's Final ROD for the Site dated September 30, 1996, for descriptions of remedial measures that address subsurface control of landfill liquids at the landfill perimeter, treatment of these collected liquids at the on-site LTP and long-term operation and maintenance of Site control facilities. The Respondents' activities shall incorporate applicable elements of the Final Remedy as described in the Order.

3.0 SITE ACCESS AND SECURITY

3.1 Site Access and Security Plan

The Respondents shall follow the Site access and security features and the related procedures detailed in the *Site Access and Security Plan*, Operating Industries, Inc. Superfund Site - Monterey Park, California, prepared for U.S. Army Corps of Engineers - Los Angeles District, prepared by CDM Federal Programs Corporation, Revision 2, July 24, 1995 (Contract No. DACW05-94-C-0012). Operations and maintenance of security and access systems and facilities are the responsibility of other parties associated with the site cleanup activities and are not included in this SOW.

3.2 Exclusion Zones

Personnel shall be prohibited from entering an exclusion zone unless they have prior permission of the appropriate Project Coordinator for the party responsible for the work and unless they are in full compliance with that Project Coordinator's health and safety requirements. Exclusion zones may be established in various areas of the Site for the safe conduct of work under this UAO, a Consent Decree, or other Site activities.

4.0 INTEGRATION AND COORDINATION WITH EXISTING ACTIVITIES

4.1 Introduction

The Respondents shall perform all activities required by this Order in such a manner so as not to impede the performance by other parties responsible for any ongoing or future activities.

4.2 Project Coordinators

As described in Section VIII of this Order, the Respondents shall designate a Project Coordinator as the focal point for communications with EPA and other parties working at the Site. The Respondents' Project Coordinator shall be responsible for overseeing the Respondents' implementation of this Order and shall have the responsibility for assuring the Respondents' integration and coordination of work activities with other site activities.

4.3 Procedures

The Respondents shall establish integration and coordination procedures to facilitate the performance of the Work required by this Order with other site operations and tasks. All procedures shall be prepared and submitted by the Respondents to EPA for approval in

accordance with requirements detailed in Section 6.2 of this SOW.

4.3.1 Technical Exchange Meetings

The Respondents shall participate in technical exchange meetings to assure that information (including schedules, data, plans, and reports) is exchanged.

4.4 Current Responsibilities by Other Parties Conducting Work at the Site

Current responsibilities for parties conducting work at the Site are described in this section of the SOW. Responsibilities are expected to change over the effective period of this Order due to progress in achieving remediation objectives described by EPA RODs for the Site. The Respondents shall be responsible for timely coordination and integration to address these changes as approved by EPA.

4.4.1 EPA Responsibilities

EPA oversees all activities that are being conducted pursuant to the respective Consent Decrees. EPA performs certain monitoring activities and may conduct additional investigation or response actions. Site access and security currently is also the responsibility of EPA.

4.4.2 CD-1 Work Defendants

In accordance with the first Partial Consent Decree, the CD-1 Work Defendants have responsibilities for Leachate Management (LM) which includes design, construction, and operation of the on-site LTP. The CD-1 Work Defendants also have responsibilities for Site Control and Monitoring (SCM) at the Site. These responsibilities include the operation, maintenance, monitoring, and improvements to the following until the affected systems are taken over by the CD-3 Work Defendants: site leachate collection and condensate control systems, fencing and access roads, stormwater/erosion control, landfill cover, landscaping, and irrigation, and support facilities and utilities. Under the terms of CD-1, the CD-1 Work Defendants' responsibilities for conducting field activities will end on May 10, 1997.

4.4.3 CD-3 Work Defendants

In accordance with the Third Partial Consent Decree, the CD-3 Work Defendants have responsibility for predesign, design, and construction activities associated with landfill gas control including the Landfill Gas Treatment System (LFGTS), landfill cover, and surface water management systems for the Site. Two exceptions are construction of the Cover Protection Component for the North Slope of the South Parcel, and the design and construction of the North Parcel systems, all of which are defined as Excluded Work under CD-3. These Excluded Work activities may be the responsibility of other parties. When construction of remedial systems begins in a particular geographic area, the CD-3 Work Defendants will assume responsibility for the SCM activities in that geographic

area in accordance with CD-3.

5.0 LTS MANAGEMENT SCOPE OF WORK

5.1 LTS Operations and Maintenance

The Respondents shall operate and maintain the LTS. Respondents shall perform the tasks and procedures described in the current approved Operations/QA/QC Manual (specifically Volume II), related documentation, and applicable parts of other management plans which have been prepared by or for the CD-1 Work Defendants, revised as approved by EPA.

Respondents shall treat site-associated liquids and related wastes. The Respondents shall perform the following activities:

- Pretreatment if required at the ROSF located on the South Parcel;
- Conveyance of liquids from the ROSF to the LTP on the North Parcel using existing piping;
- Storage and treatment of the influent at the ROSF and LTP;
- LTS process control and treatment compliance monitoring analyses including the operation, to the degree permitted by inplace equipment and procedures, of the LTP laboratory;
- Effluent storage and transport, and operation and maintenance activities associated with the sewer line to transport treated effluent to an existing sanitary sewer system which discharges to a POTW operated by the SDLAC, including sampling and testing to ensure compliance with all discharge requirements;
- On-site treatment, storage, transport, and disposal of LTS process wastes and residuals in accordance with all permit and EPA requirements;
- Management of the foul air collection and control systems located at the ROSF and LTP, integration and coordination with other parties responsible for management of the foul air conveyance line between the LTP and the flare stations on the South Parcel (systems are described in the CD-1 Operations/QA/QC Manual); and
- Off-site transport, treatment, and disposal of site-associated liquids in the event of any LTS component malfunctions or other LTS abnormalities which prevent proper operation of the on-site LTS conveyance, treatment, storage, and discharge facilities.
- Off-site transport, treatment, and disposal of site-associated liquids that reach the LTP in excess of the storage or treatment capacity of the LTP.

Liquids shall be treated and discharged by the Respondents in accordance with SDLAC permit and EPA requirements.

The Respondents shall be responsible for stormwater management for the LTP and the stormwater conveyance elements immediately east and north of the LTP as described and in accordance with the Operations/QA/QC Manual referenced in this SOW. Respondents shall furnish results of inspection, maintenance, and stormwater sampling to the parties responsible for CD-3 activities in accordance with coordination and integration procedures established between the Respondents and the parties responsible for implementation of CD-3.

Use of the LTP for storage and treatment of non site-associated liquids and wastes is not permitted.

5.2 Additional Site Management and Coordination Activities

The Respondents shall maintain existing landscaping north of the LTP within the Site security fencing.

The Respondents shall maintain clear access on roadways around the LTP perimeter.

5.3 Current Site Leachate Control Systems

The Respondents shall be responsible for coordination and integration of their activities with the management of the Site Leachate Control Systems, which are currently conducted by other parties on the Site. Activities by other parties provide for control, monitoring, maintenance, and improvements of existing systems including:

- Leachate extraction and conveyance systems upstream of the ROSF;
- Storage facilities associated with gas condensate, decontamination washdown, and waters produced by EPA (or its representatives) during investigations and monitoring activities; and
- Off-site transport and treatment of site-associated liquids which cannot be treated at the on-site LTP for reasons not as a result of LTS component malfunctions or other LTS abnormalities which prevent proper operation of the on-site LTS conveyance, treatment, storage, and discharge facilities.

6.0 MANAGEMENT PLANS AND PROJECT PROPOSALS

6.1 Objectives

The purpose of the management plans is to provide a framework by which this Order is to be executed. The Respondents shall develop and submit to EPA, at a minimum, the following management plans as described herein:

- Transition Plans (CD-1 to UAO Respondents, and UAO Respondents to parties responsible for implementation of the Final Remedy);
- UAO Safety, Health and Emergency Response Plan (UAO/SHERP);
- Annual revisions to the Operations/QA/QC Plan;
- Annual revisions to the CD-1 Master Plan; and
- Project Proposals (for system improvements and studies, evaluations, and investigations needed for conducting the activities required by this SOW).

In preparation of documents required by this SOW, Respondents shall utilize to the maximum extent practicable the management plans currently in effect for conducting CD-1 activities.

Upon approval by EPA, the Respondents shall implement the management plans for conducting activities required by this Order.

6.2 CD-1 to UAO Transition Plan

The Respondents shall develop and submit to EPA for review and approval a CD-1 to UAO Transition Plan that shall describe the procedures and required activities for the Respondents to begin formal administrative and field transition activities with EPA, the CD-1 Work Defendants, the CD-3 Work Defendants, and other parties working at the Site. This transition plan shall also describe the procedures the Respondents shall employ to perform the activities required by this Order and the specific objectives of these activities in performing the Work.

6.2.1 Plan Elements

This plan shall include at least the following elements:

- Personnel and facilities mobilization logistics and schedule;
- Staffing approach and breakdown by discipline and organizational responsibility matrix, and the qualifications and responsibilities of the Respondents' Project Coordinator and personnel involved in carrying out the Work required by this Order;
- Training of the Respondents' contractor, if applicable;
- The process and schedule for transition or transfer of existing and/or new acquisition of all operating, insurance, waste discharge and other permits, Environmental Laboratory Accreditation Program (ELAP) certifications for the on-site laboratory analytical activities, and licenses required for conducting the Work specified by this Order;
- Acquisition of EPA approval of proposed permitted treatment, storage, or disposal facilities (TSDF) in compliance with the EPA's "Off-Site Rule", National Oil and Hazardous Substances Pollution Contingency Plan, 40 CFR Section 300.440, September 22, 1993;
- Procedures for allocation, tracking, and reporting of costs for activities

- with other entities performing work at the Site;
- Procedures for record keeping; and
- Procedures to be used for amending or otherwise modifying approved CD-1 management plans described in this Section of this SOW for incorporation of changes in required activities as may be proposed by the Respondents or required by EPA.

In the development of the transition plan, the Respondents shall coordinate with EPA in order to determine the current and projected LTS management needs including operations and maintenance requirements.

The transition plan shall address how the Respondents will meet the applicable requirements in the *Site Access and Security Plan* (see Section 3.0 of this SOW) including the necessary OSHA requirements at 29 CFR § 1910.120. The transition plan shall also address site access coordination issues in terms of physical restrictions (e.g., narrow bench roads), procedural restrictions (exclusion zones), and restrictions in schedule due to other site activities.

The Respondents shall describe in the transition plan the procedures established to coordinate and integrate the Work with the other site activities including those listed in Section 4.1 of this SOW. Procedures for establishing and participating in daily site meetings as a routine method to assure work coordination and integration shall be included in this plan by the Respondents.

The Respondents shall describe in the transition plan the formal external communications procedures to be followed for coordination of the Respondents' activities with those activities conducted by other parties on the Site. Applicable portions of the Respondents' Communication and Coordination Plan described in Section IX of the Order shall be included in this section of the transition plan.

The transition plan shall clearly define responsibilities for management and organization of the work activities and for quality control activities. The qualifications and responsibilities of the Respondents' Project Coordinator and personnel involved in carrying out the Work required by this Order shall be presented in the transition plan. The description of Work shall address not only the Respondents but any interactions between the Respondents and their contractors, and their subcontractors, and oversight and quality assurance/quality control of contractor and subcontractor activities.

6.2.2 Plan Implementation

Upon approval by EPA, Respondents shall implement the CD-1 to UAO Transition Plan. Transition of the work from CD-1 Work Defendants to the Respondents shall be completed no later than May 10, 1997. Respondents shall comply with applicable existing health and safety plans.

6.3 Master Plan Revisions

Consistent with past SCM and LM RODs and associated activities for implementation of CD-1, the current approved Master Plan Revision shall be utilized by the Respondents for controlling LTS management activities pursuant to this Order.

The Master Plan shall be revised annually for the purposes of preparing the 1998 and all future master plan revisions.

6.4 Operations/Quality Assurance/Quality Control Plan

The Respondents shall follow the current Operations/QA/QC Manual (prepared by CD-1, Work Defendants, as approved by EPA) for conducting activities associated with administration, operation, and maintenance of the on-site LTS and other facilities as required by this SOW.

6.5 UAO Safety, Health and Emergency Response Plan (UAO/SHERP)

6.5.1 Introduction

Each organization performing work on the Site operates under individual Safety, Health and Emergency Response Plans (SHERP) or Health and Safety Plans. Monitoring and control of personnel working under the various SHERPs are the responsibility of each organization.

The Respondents shall develop and submit to EPA a UAO/SHERP that shall establish and document the safety, health, and emergency response procedures for all Work activities to be conducted by the Respondents pursuant to this Order. The UAO/SHERP shall be developed in accordance with Section VIII of the Order, and to the maximum extent possible, it shall be consistent with the SHERP implemented for SCM/LMS activities pursuant to CD-1. Respondents shall ensure that where applicable, individuals meet the OSHA training and medical surveillance requirements of 29 CFR § 1910.120 prior to working on Site pursuant to this Order. At the option of the Respondents, the referenced SHERP for CD-1 may be amended and submitted under Respondents' signature for EPA review and approval.

The UAO/SHERP shall address both workers at the Site and public exposure to releases or spills at and from the LTS and related facilities (e.g., effluent sewer) as related to the Work performed pursuant to this Order.

The Respondents' UAO/SHERP shall address coordination between the various

parties conducting work at the Site.

6.5.2 Contents

The UAO/SHERP shall include at least the following basic elements:

- Introduction and Purpose;
- Applicable Laws and Regulations;
- On-site Organization and Coordination;
- Medical Surveillance Program;
- Monitoring Plan (Personnel and Environment);
- Chemicals of Concern;
- Activities Hazard Analysis;
- General Safe Working Practices;
- Training;
- Personnel Protective Equipment;
- Standard Operating Safety Procedures;
- Communication Procedures;
- Decontamination Procedures;
- Community Safety;
- Emergency Response Plan, including:
 - A Contingency Plan
 - Identification and responsibilities of an Emergency Coordinator
 - Coordination with persons or organizations responsible for off-site emergency response (e.g., fire departments);
- Procedures for Updating and Distributing the UAO/SHERP;
- Record keeping;
- Requirements for Subcontractors; and
- Transportation Plan.

6.5.3 Acceptance

While the Respondents shall obtain EPA acceptance of the UAO/SHERP prior to implementing the LTS and related waste management activities described in this Order, EPA's comments on and acceptance of the UAO/SHERP shall not constitute EPA approval of the Health and Safety Protocols and other health and safety portions of this Plan.

6.6 Project Proposals

Consideration by EPA for each new improvement, study, evaluation, and investigation identified in the current and subsequent Master Plan Revisions shall begin with Respondents preparation and submittal of a formal Project Proposal or other proposal document as directed by the EPA Project Coordinator. Consideration of improvements affecting current levels of performance and functional capability of the LTS, implementation of changes to approved monitoring and operating procedures and

systems, and studies, evaluations, and investigations not identified in the Master Plan Revision, shall in like manner begin with a Project Proposal prepared and submitted by the Respondents. No proposal shall be implemented until it has been approved by EPA.

The Project Proposal shall include either the following items or other items as otherwise directed by the EPA Project Coordinator:

- Summary of Proposed Improvements or Activities;
- Need for the Improvement or Activity;
- Evaluation of Other Alternatives;
- Operational Effects;
- Coordination and Integration Activities;
- Cost Effects and Allocations to Other Entities Performing work at the Site;
- Health and Safety Effects;
- List of Project Deliverables including reports on investigations and evaluations, technical memoranda, designs, amendments to the Operations/QA/QC Manual, and project closeout reports;
- Progress Submissions and Reviews;
- Schedule for Implementation (including progress submissions and reviews providing allowances for EPA reviews and review conferences);
- Design/Implementation Precautions;
- Alternatives for Implementation;
- Future Implications/Consistency with Final Remedy;
- Quality Assurance/Control Procedures; and
- Sampling and Analysis Plans.

The level of detail addressing the items listed above shall be commensurate with the scope and complexity of the system or facility affected or to be newly implemented, as approved by the EPA Project Coordinator. Upon approval of a Project Proposal, the Respondents shall implement the Project Proposal.

6.7 Revisions to the Management Plans

When improvement designs or significant maintenance repairs are made during the year, the Respondents shall submit to EPA for review and approval addenda to the Operations/QA/QC Manual, UAO/SHERP, and the Master Plan to direct related field activities for the remainder of the year. Those addenda shall include discussion for each relevant section in the plan.

6.7.1 Operations/QA/QC Manual and UAO/SHERP

Throughout the year the Operations/QA/QC Manual for the LTS shall be revised (updated) to reflect changes which have occurred at the LTS.

As a part of this process, the UAO/SHERP shall also be revised or amended if

necessary to reflect changes which have occurred.

6.7.2 Master Plan

Beginning in 1997 and for each year thereafter, the Master Plan shall be reviewed and modified by the Respondents to incorporate addenda prepared during the prior year and to reflect other changes deemed necessary to make the plans current for conditions at that time. The Master Plan shall be detailed for the upcoming year's activities and preliminary for later years. The Master Plan shall include at least the following elements:

- A statement of the intent and objectives of the LTS and additional site activities associated with Work required by this Order;
- Detailed schedule and description of necessary and potential activities for the upcoming year;
- Preliminary schedule for the remaining years of control, maintenance, monitoring, and improvement activities;
- General descriptions and priority designations for potential improvements in the preliminary schedule and discussion of their possible budget implications;
- Preliminary budget and cash flow projections for all items on the preliminary schedule;
- Detailed budget for necessary and potential upcoming year activities, including detailed summaries of labor, equipment, material and subcontractor requirements for each activity, an estimate of their anticipated costs, and an estimate of contingencies for unanticipated conditions;
- The schedule for completing all or portions of potential improvement designs during the upcoming year, in order to provide engineering estimates and schedules needed for establishing priorities; and
- Plans for revising the Operations/QA/QC Manual and UAO/SHERP.

6.8 UAO to Final Remedy Transition Plan

The Respondents shall develop and submit to EPA for review and approval a UAO to Final Remedy Transition Plan that shall describe the procedures and required activities for the Respondents to begin formal administrative and field transition activities with EPA, parties responsible for implementation of the Final Remedy, and other parties working at the Site.

6.8.1 Plan Elements

This plan shall include at least the following elements:

- Personnel and facilities mobilization logistics and schedule;
- Description of the training that will be provided by the Respondents to the

- parties responsible for implementation of the Final Remedy;
- List of all operating, insurance, waste discharge and other permits, ELAP certifications for the on-site laboratory analytical activities, and licenses required for conducting the Work specified by this Order; schedule and process for transition of these permits, certificates, and licenses to the parties responsible for the Final Remedy; and
- Descriptions of procedures established to coordinate and integrate the Work with the other site activities.

During this transition period, the Respondents shall maintain responsibility for all activities required by this Order. During this transition, parties responsible for implementation of the Final Remedy shall comply with applicable existing health and safety plans.

6.9 Emergency Repair Plans

In the event of an emergency, spill, or equipment malfunction, after the Respondents have addressed immediate health and safety concerns in accordance with the UAO/SHERP, the Respondents' Project Coordinator shall develop a proposed plan for further action and submit it to the EPA Project Coordinator for approval. Such plan shall be submitted within 3 days unless otherwise approved by EPA after consultation with the Respondents. Such plan shall include at least: (1) schedule for necessary repairs; and (2) identification of any resulting improvement proposals, including type of deliverables required and implementation of schedule.

7.0 RECORDS AND REPORTING

The Respondents shall follow the record keeping requirements of Sections XVIII and XIX of this Order. The Respondents shall also comply with the minimum records and reporting requirements presented in this section.

The Respondents shall establish a record keeping system for the documents and all other records (such as communication records) that are to be kept pursuant to this Order. The record keeping system and the physical arrangement of records must allow for easy access and review.

7.1 Monthly Report

The Respondents shall submit Monthly Status Reports to the EPA Project Coordinator in the format of the current SCM/LMS Monthly Progress Report prepared for CD-1 Work Defendants and pursuant to the schedule in Section 8 of this SOW. As LTS and site conditions and activities change, the EPA Project Coordinator may designate and change

the contents, the due date, and the distribution of the monthly reports.

Monthly Report shall include chapters for at least the following items:

- Introduction;
- LTP systems monitoring results by activity type (e.g., liquid process flowrates, analytical and permit self-monitoring results, LTS operating costs) using computerized MIS summary forms including preliminary interpretation of data when possible. Specific data shall be provided as appendices;
- Maintenance and repairs accomplished;
- The status of improvements being accomplished;
- Monthly operating analytical results for the LTP;
- Public and agency interactions;
- A report on special actions and/or activity startups planned for the next month;
- and
- Monthly and overall cost information and tracking.

The Respondents shall provide more frequent status reports, such as daily activity reports, upon request to the EPA Project Coordinator.

7.2 Improvement Closeout Report and Activity Report of Findings

Following implementation of an approved project proposal, the Respondents shall submit an improvement closeout report or an activity report of findings.

7.2.1 Improvement Closeout Report

An Improvement Closeout Report shall include at least the following information as appropriate:

- Introduction;
- Record Drawings;
- Quality Control records;
- Explanation of significant changes which occurred compared to the approved project design and potential effects of those changes on performance;
- Discussion of actual expenditures vs. budget projection;
- Importance of the project experience to future project activities;
- Suggestions for modifications which should be made to future design and construction activities of similar or related items; and
- Amendments to the Operations/QA/QC Manual.

7.2.2 Activity Report of Findings

The contents of the Activity Report of Findings shall include at least the following information:

- Introduction;
- Description of planned activities;
- Summary of activities performed;
- Findings;
- Recommendations (including proposed modifications to the general management plans);
- Supplemental data (e.g., field derived, laboratory, etc.) including QC results; and
- References.

7.3 Annual Report

Respondents shall submit an annual report to EPA which shall include a summary of disbursements for the preceding twelve (12) month period. This report also shall identify, in a format corresponding to the 1996 (or most current approved) Master Plan Proposed Revision for OII Landfill SCM/LMS Activities, all expenses incurred by the Respondents in performing Work in accordance with this Order.

7.4 Remedial Activities Status Report

Prior to completion of the Work outlined in this SOW, in accordance with this Order, the Respondents shall submit a Remedial Activities Status Report. The report shall contain at least the following (with exception of all data collected or developed during the 3 months prior to completion of work which shall instead be submitted to EPA in the Monthly Progress Reports):

- Introduction;
- Description of LTS facilities;
- Summary of activities performed under the Order;
- List of manuals, plans, reports and current addendum to those documents which are being used for the activities;
- Status of Work activities underway at transition from UAO to the Final Remedy;
- List of potential LTS and facility improvements not yet completed;
- Cost summaries for the period beginning when the most recent annual report ends;
- Description and results of the phase out or transition activities; and
- Certification that the Remedial Activities have been completed in accordance and in full compliance, or that Respondents have otherwise satisfied their obligations in accordance and in full compliance, with the Order.

8.0 SCHEDULE

The Respondents must comply with the schedules for the submittal of deliverables to be

provided under this Order. If EPA determines it is appropriate, the time periods set forth pursuant to this schedule may be extended or shortened by EPA, without requiring a formal modification of this Order. Requests for schedule modifications by the Respondents shall be made in writing to the EPA Project Coordinator and shall include a discussion of the reason for the request.

8.1 Field Activities

Respondents shall commence field activities in accordance with Section VIII of the Order.

8.2 Deliverable Schedule

8.2.1 CD-1 to UAO Transition Plan

Draft Plan: Within 20 calendar days from the effective date of this Order.

Final Plan: Within 15 calendar days from the date of Respondents' receipt of EPA approval of the Draft Transition Plan.

8.2.2 UAO/SHERP

Draft UAO/SHERP: Within 30 calendar days from the effective date of this Order.

Final UAO/SHERP: Within 15 calendar days from the date of Respondents' receipt of EPA approval of the Draft UAO/SHERP.

Amendments to the UAO/SHERP shall be due as directed by EPA.

8.2.3 Monthly Progress Reports

Reports shall be due on or before the 14th day of each month following the effective date of this Order.

8.2.4 Annual Revisions to the Master Plan

Proposed Revision: The later of 9 months following EPA approval of prior year's subject approval, or the anniversary date of the Order effective date.

Final Revision: 4 weeks after receipt of EPA comments on the proposed revision.

8.2.5 Emergency Repairs

Repair Proposal: Notify EPA Project Coordinator as soon as possible. Schedule of other deliverables shall be as required by EPA pursuant to other requirements in the Order.

8.2.6 Emergency Repair Closeout Report

Reports shall be due two weeks after completion of repair.

8.2.7 Project Proposal

Schedule is to be determined in consultation with and as required by EPA Project Coordinator.

8.2.8 Improvement Closeout Report (following implementation of approved project proposal and activities), or Activity Report of Findings

Draft Report: Four weeks after completion of work activity.

Final Report: Two weeks after EPA approval of the draft report.

8.2.9 UAO to Final Remedy Transition Plan

Schedule is to be determined in consultation with and as required by EPA Project Coordinator.

8.2.10 Remedial Activities Status Report

Report Outline: 3 months prior to termination of this Order.

Prefinal Report: 4 weeks after receipt of EPA comments.

Final Report: 2 weeks after receipt of EPA comments.

8.2.11 EPA Requests for Information

EPA may request at any time information generated or collected by the Respondents or their contractors pursuant to the implementation of the Order.

The Respondents shall provide the requested information to EPA or other parties designated by EPA within the time frame specified in EPA's request.

8.3 Operations Schedule

The Respondents shall perform the work activities in this Order on a 24-hour, 7-day a week basis, including holidays.

8.4 Other Submittals

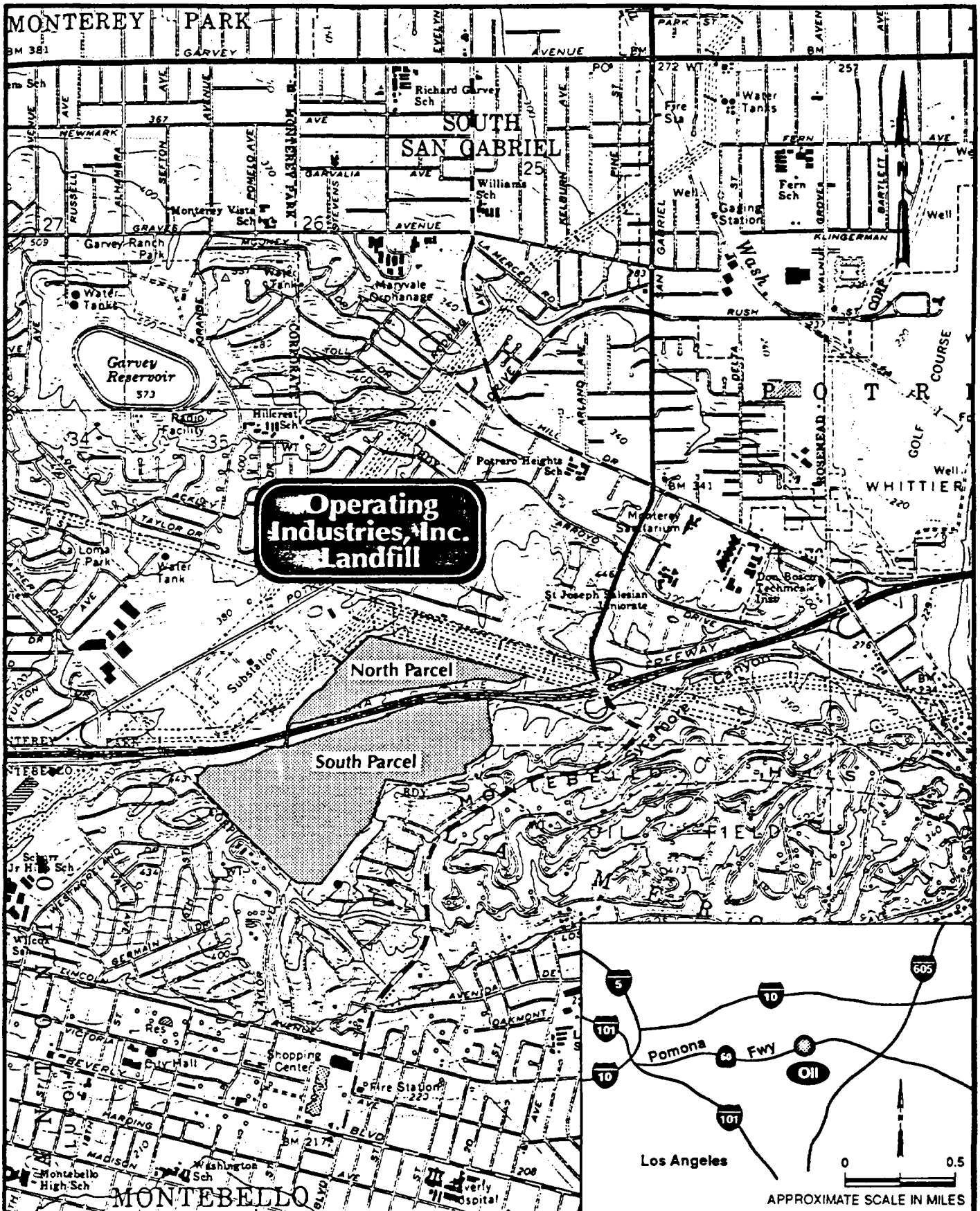
As described elsewhere in this Order and SOW, the following is a partial list of the information which shall be submitted by the Respondents to EPA for approval prior to initiating Work:

- Designation of Respondents' Project Coordinator is due within 15 calendar days from the effective date of this Order.
- The Respondents' Communication and Coordination Plan (RCCP) is due within 15 calendar days from the effective date of this Order.
- Amendments or other modifications to documents are due as directed by EPA.

APPENDIX A - FIGURES

Figure 1 - Landfill Location Map

Figure 2 - Major Landfill Structures



Source: USGS 7.5 minute
El Monte Quadrangle 1966
Photorevised 1981

Figure 1
Landfill Location Map
Oil Landfill

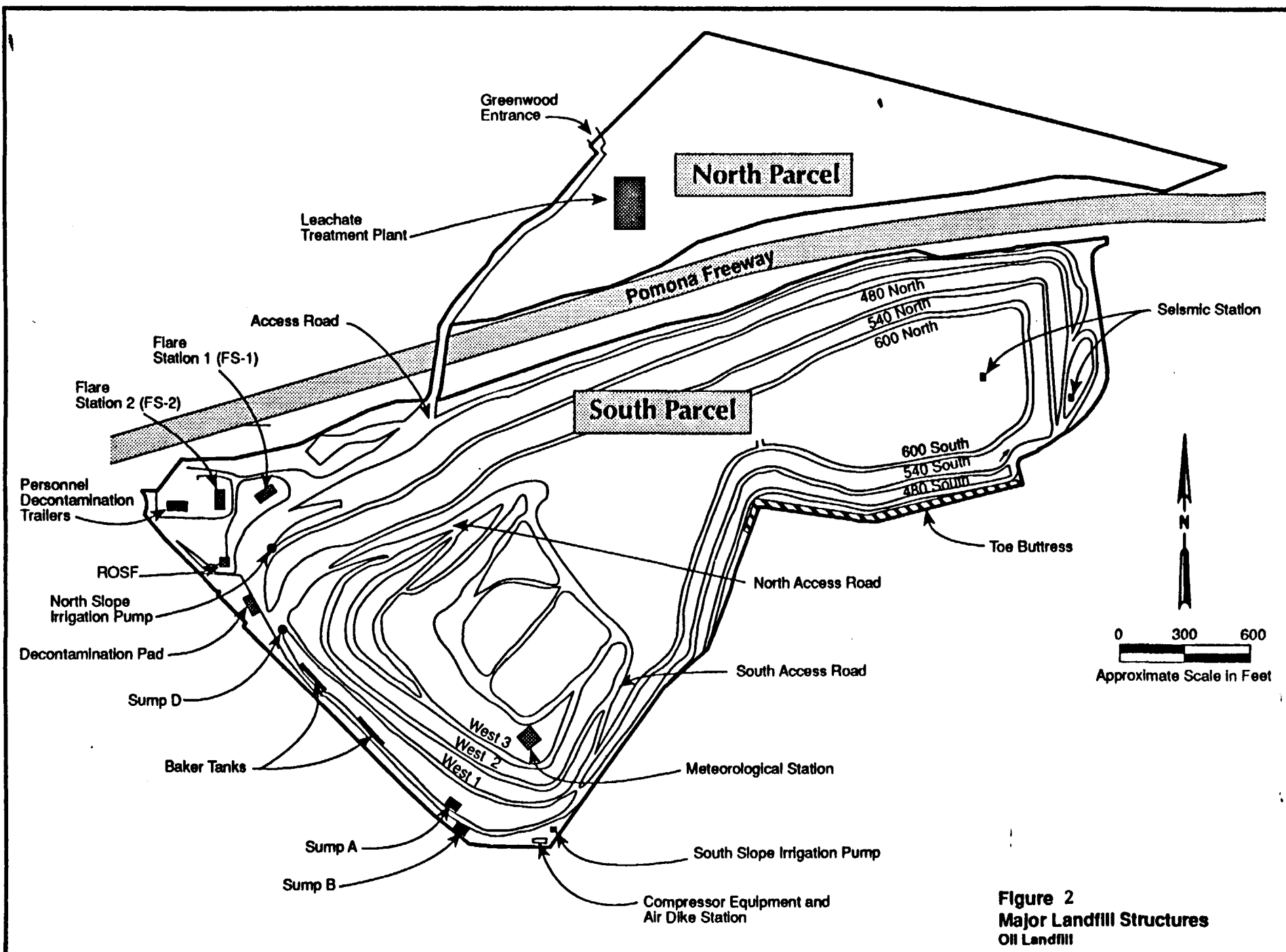


Figure 2
Major Landfill Structures
Oil Landfill

APPENDIX B

UAO 97-02 SOW REFERENCES

1997 MASTER PLAN PROPOSED REVISION for OII LANDFILL SCM/LMS ACTIVITIES; prepared for: OII Work Defendants, Contributors CURE, Inc., New Cure, Inc., and Foster Wheeler Environmental Corporation, submitted: December 13, 1996, [CURE's L-123-96]; EPA approval provided in letter to CURE dated February 5, 1997.

Operations/Quality Assurance/Quality Control Manual, Volume I - SCM/LMS Activities, Volume II - LTS Activities, Operating Industries, Inc. (OII) Landfill, Monterey Park, California. Prepared for: OII Work Defendants. Prepared by: New Cure, Inc. July 1995.

SAFETY, HEALTH AND EMERGENCY RESPONSE PLAN (SHERP), OII LANDFILL, CD-1 ACTIVITIES. Prepared for: CURE, INC., (Revised September 15, 1994).

STAND-ALONE EMERGENCY RESPONSE PLAN, CHAPTER 16.0 OF THE SAFETY, HEALTH AND EMERGENCY RESPONSE PLAN (SHERP) INCLUDING APPENDED REFERENCES OII LANDFILL, CD-1 and CD-3 ACTIVITIES. Prepared for: CURE, Inc. and New Cure, Inc. September 15, 1994.

VOLUMES 1 THROUGH 6, FINAL LTS CLOSEOUT REPORT, Operating Industries, Inc. (OII) Landfill Monterey Park, California. July 1995, Revised November 1995. Prepared for: CURE, Inc. Prepared by: New Cure, Inc., in association with Bryan A. Stirrat & Associates, Environmental Solutions, Inc.

OII LANDFILL - SCM/LMS MONTHLY PROGRESS REPORT(S). First Partial Consent Decree Work Defendants.

Site Access and Security Plan, Operating Industries, Inc. Superfund Site - Monterey Park, California. Prepared for U.S. Army Corps of Engineers - Los Angeles District. Prepared by CDM Federal Programs Corporation, Revision 2, July 24, 1995 (Contract No. DACW05-94-C-0012).

U.S. Environmental Protection Agency. *Record of Decision, Operating Industries, Inc., Monterey Park, California, Site Control and Monitoring Operable Unit.* July 31, 1987.

_____, *Record of Decision, Operating Industries, Inc., Monterey Park, California, Leachate Management Operable Unit.* November 16, 1987.

_____, *Record of Decision, Operating Industries, Inc., Monterey Park, California, Gas Migration Control Operable Unit.* September 30, 1988.

_____, *Record of Decision, Amendment to Decision Summary, Operating Industries, Inc.,*

Monterey Park, California, Gas Migration Control Operable Unit. September 28, 1990.

_____, *First Partial Consent Decree: Site Control and Monitoring and Leachate Management.* Entered by the Court on May 11, 1989.

_____, *Third Partial Consent Decree: Landfill Gas Migration Control and Landfill.* Entered by the Court on March 30, 1992.

_____, *Unilateral Administrative Order No. 94-01: Collection and Treatment/Disposal of Wastes Associated with the OII Landfill Site.* Issued on November 12, 1993.

_____, *Draft Remedial Investigation Report, Operating Industries, Inc., Monterey Park, California.* Prepared by CH2M HILL. October 25, 1994.

_____, *Feasibility Study Report for Operating Industries, Inc. Landfill Superfund Site, Monterey Park, California.* Prepared by CH2M HILL. March 1996.

_____, *Final Record of Decision for Operating Industries, Inc. Superfund Site, Monterey Park, California.* September 30, 1996.